

FILED

SEP 18 1995

HOWARD HANSON
MARIN COUNTY CLERK
by J. Steels, Deputy

1 Gerald Armstrong
715 Sir Francis Drake Boulevard
2 San Anselmo, CA 94960
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3 In Propria Persona

SUPERIOR COURT OF THE STATE OF CALIFORNIA **RECEIVED**
FOR THE COUNTY OF MARIN **SEP 18 1995**

7 CHURCH OF SCIENTOLOGY INTERNATIONAL,)
a California not-for-profit)
8 religious corporation,)

9 Plaintiff,)

10 vs.)

11 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION)
12 a California for-profit)
corporation; DOES 1 through 100,)
13 inclusive,)

14 Defendants.)

No. 157 680

HUB LAW OFFICES

**ARMSTRONG'S SEPARATE
STATEMENT OF DISPUTED AND
UNDISPUTED FACTS IN
OPPOSITION TO MOTION FOR
SUMMARY ADJUDICATION OF
THE TWENTIETH CAUSE OF
ACTION OF THE SECOND
AMENDED COMPLAINT**

Date: 9/29/95
Time: 9:00 a.m.
Dept: One
Trial Date: Not Set

17 **RESPONDING PARTY GERALD ARMSTRONG'S STATEMENT OF DISPUTED AND**
18 **UNDISPUTED FACTS**

19 Defendant Gerald Armstrong ("Armstrong") submits this
20 separate statement in opposition to Plaintiff Church of
21 Scientology International's ("Scientology") separate statement of
22 undisputed facts with reference to supporting evidence pursuant to
23 CCP Section 437c (b).

24
25 **ISSUE NUMBER I:**

26 **Scientology's Claim: CSI Is Entitled To Summary**
27 **Adjudication Of The Twentieth Cause Of Action Because There Is No**
28 **Dispute (1) That The Parties Entered Into A Written Agreement (2)**
That CSI Performed All Of Its Obligations Pursuant To The

1 Agreement, (3) That Armstrong Breached The Agreement Repeatedly,
2 and (4) That Armstrong Intends To Continue Breaching The
3 Agreement.

4
5 A. The Parties Entered Into A Written Agreement And CSI
6 Performed All Of Its Obligations Pursuant To The Agreement

7
8 **PLAINTIFF CSI'S MATERIAL FACTS** **DEFENDANT ARMSTRONG'S MATERIAL**
9 **AND SUPPORTING EVIDENCE** **FACTS AND SUPPORTING EVIDENCE**

10
11 1. Gerald Armstrong
12 voluntarily entered into a
13 confidential Mutual Release of
14 All Claims and Settlement
15 Agreement ("Agreement") with
16 Church of Scientology
17 International ("the Church")
18 on December 6, 1986.

19 Plaintiff's Evidence:

20 1. Request for Judicial
21 Notice, Exhibit A, Verified
22 Amended Complaint (hereinafter
23 "Complaint"), ¶¶ 1 and 2;
24 Request for Judicial Notice
25 Exhibit B, Answer of Gerald
26 Armstrong and the Gerald
27 Armstrong Corporation to
28 Amended Complaint (hereinafter
"Answer"), ¶¶ 1 and 2; Request

1. Disputed.
A. Armstrong was the target
of Scientology's "fair game"
acts from the time he left
Scientology until the time he
signed the settlement
agreement. These fair game
acts included, but are not
limited to: publishing
"Suppressive Persons
Declares," spying on him,
assault, filing false charges
with Los Angeles DA, filing
false charges with FBI,
attempted entrapment, illegal
videotaping, battery by a car
driven by a hired agent,
attempting to involve him in a
freeway "accident," filing

1 for Judicial Notice, Exhibit
2 C, Order Granting Summary
3 Adjudication of the Fourth and
4 Sixth Causes of Action;
5 Request for Judicial Notice
6 Exhibit D, Opinion of the
7 Second District Court of
8 Appeal; Request for Judicial
9 Notice Exhibit E, Order
10 Granting Summary Adjudication
11 of the Second and Third Causes
12 of Action of Armstrong's
13 cross-complaint; Exhibit 1A,
14 Mutual Release of All Claims
15 and Settlement Agreement ("the
16 Agreement"), page 16; Exhibit
17 1B, Declaration of Larry
18 Heller, ¶¶ 4 and 5, Exhibit A
19 thereto and Exhibit B thereto,
20 1:19-2:10.

false declarations,
international dissemination of
publications falsely accusing
him of crimes ("black
propaganda"), filing false
contempt of court charges
against him, disseminating
"confidential" statements made
in pastoral "counseling
sessions."

Defendant's Evidence

A. Armstrong was the target
of Scientology's "fair game"
acts from the time he left
Scientology until the time he
signed the settlement
agreement. These fair game
acts included, but are not
limited to: publishing
"Suppressive Persons
Declares," spying on him,
assault, filing false charges
with Los Angeles DA, filing
false charges with FBI,
attempted entrapment, illegal
videotaping, battery by a car
driven by a hired agent,
attempting to involve him in a
freeway "accident," filing

1 false declarations,
2 international dissemination of
3 publications falsely accusing
4 him of crimes ("black
5 propaganda"), filing false
6 contempt of court charges
7 against him, disseminating
8 "confidential" statements made
9 in pastoral "counseling
10 sessions."

11 Defendant's Evidence

12 Exhibit 1, Declaration of
13 Gerald Armstrong in Opposition
14 to Motions for Summary
15 Adjudication of 20th Cause of
16 Action; and 13th, 16th, 17th &
17 19th Causes of Action of
18 Second Amended Complaint,
19 Authenticating Deposition
20 Transcripts and Exhibits, 4:8-
21 6:19, Exhibit 1(G),
22 Declaration of Gerald
23 Armstrong in Opposition to
24 Scientology's Motion for
25 Preliminary Injunction,
26 executed March 16, 1992, and
27 Authenticating Exhibits, 4:26-
28 7:7; Exhibit 1(G)(C),
"Penalties for Lower

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Conditions," Scientology
Policy Letter by L. Ron
Hubbard dated October 18,
1967; Exhibit 1(G)(L),
"Settlement Agreement" between
attorney Michael J. Flynn and
his clients in December, 1986,
at p. 4, (5); Exhibit 1(G)(M)
Letter from Phillip Rodriguez
dated November 7, 1984
purporting to authorize
eavesdropping on Gerry
Armstrong and Michael J.
Flynn; Exhibit 1(G)(N), Public
Announcement of Los Angeles
Police Chief Daryl Gates dated
April 23, 1985; Exhibit
1(G)(O), Letter from Los
Angeles County Deputy District
Attorney Robert N. Jorgenson
to Scientology officials dated
April 25, 1986; Exhibit 1(H),
Declaration of Gerald
Armstrong, executed January
13, 1994, and Authenticating
Exhibits, pp. 2,3, ¶¶ 5,6; p.
14, ¶ 15; Exhibit, 1(H)(R)(C)
"Freedom" published by
Scientology April/May, 1985;

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Exhibit 1(H)CC), "Squirrels,"
Scientology Office of Special
Affairs Executive Directive
dated September 20, 1984;
Exhibit 1(B), Declaration of
Gerald Armstrong, executed
December 25, 1990, and
Authenticating Exhibits, p. 1,
¶ 2; Exhibit 1(B)(O)
Declaration of Gerald
Armstrong, executed October
11, 1986, pp. 3-9, ¶¶ 3-8;
Exhibit 1(B)(P), Declaration
of Gerald Armstrong, executed
November 1, 1986, 2:2-3:3,
6:4-7:5, 7:25-11:12; Exhibit
pages to Ex. 1(B)(P) at 22:24-
26:8; Exhibit 1(I),
Declaration of Gerald
Armstrong Executed August 12,
1994, and Authenticating
Deposition Transcripts And
Exhibits, Exhibit 1(I)(AA),
Suppressive Person Declare
Gerry Armstrong" dated
February 18, 1982; Exhibit
1(I)(BB), "Suppressive Person
Declare Gerry Armstrong" dated
February 18, 1982, Revised

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April 22, 1982; Exhibit 1(A),
Declaration of Gerald
Armstrong, executed March 15,
1990, and Authenticating
Exhibits, p. 1, ¶ 1, Exhibit
1(A)(A), Memorandum of
Decision dated June 20, 1984
in Scientology v. Armstrong,
LA Superior Court No. C
420153, at 5:3-19; 7:9-12:9;
Appendix thereto, pp. 1-15;
Exhibit 1(C), Opinion of
California Court of Appeal
dated July 29, 1991, 283
Cal.Rptr. 917, at 920, 921,
925; Exhibit 1(A)(L),
Affidavit of Gerald Armstrong,
executed March 7, 1986, at p.
5, ¶ 6; Exhibit 1(E)(E),
Declaration of Gerald
Armstrong Regarding Alleged
"Taint" of Joseph A. Yanny
executed September 3, 1991 and
filed in Aznaran v.
Scientology, US District
Court, Central District of
California, Case No. CV 88-
1786 JMI, pp. 3-5, ¶¶ 13-16;
Scientology's Request for

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Judicial Notice in Support of
its Motion for Summary
Adjudication of the 13th,
16th, 17th and 19th Causes of
Action of Second Amended
Complaint, Exhibit 1(S)
Declaration of Gerald
Armstrong executed February
22, 1994 and filed in
Scientology v. Steven Fishman,
etc al., US District Court for
the Central District of
California, Case No. 91-6426
HLH (Tx), and exhibits
thereto; Scientology's
Evidence in Support of Motion
for Summary Adjudication of
the 20th Cause of Action of
Second Amended Complaint,
Exhibit 1(A), Mutual Release
of All Claims and Settlement
Agreement; Ex. 1(H), pp. 7,8,
¶ 12.

B. Armstrong's attorney
Michael Flynn was the target
of Scientology's fair game
from 1979 through the time of
the signing of the settlement

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agreements. Fair game acts against Flynn included, but are not limited to, infiltrating his office, paying known criminals to testify falsely against him, suing him and his office some fifteen times, framing him with the forgery of a \$2,000,000 check, and an international "black propaganda campaign."

Defendant's Evidence

Exhibit 10, Second Declaration of Gerald Armstrong in Opposition to Motion for Summary Adjudication of 13th, 16th, 17th and 19th Causes of Action of Scientology's Second Amended Complaint executed September 9, 1995, 8:18-9:14; Ex. 1, 6:20-7:7; Ex. 1(G), 9:6-24; Ex. 1(B), p. 1, ¶ 2, pp. 3,4, ¶8, pp. 5,5, ¶11; Ex. 1(B)(O), pp. 60-74; Ex. 1(H), pp. 8,9, ¶ 12; Exhibit 7, Declaration of Jonathan Atack in Opposition to Motions for Summary Adjudication of 20th

1 Cause of Action; and 13th,
2 16th, 17th & 19th Causes of
3 Action of Second Amended
4 Complaint, and Authenticating
5 Exhibits, executed April 9,
6 1995, p. 4, ¶16; Ex. 1(G)(L),
7 pp. 4,5, (5); Ex. 1(G)(M); Ex.
8 1(G)(N); Ex. 1(G)(O), Ex.
9 1(H)(R)(C).

10
11 C. Flynn told Armstrong that
12 if he didn't sign
13 Scientology's settlement
14 agreement he would be the
15 target of more fair game.

16 Defendant's Evidence

17 Ex. 1, 9:1-15; Ex. 1(G), 9:6-
18 12; Ex. 1(B), pp. 3,4, ¶ 8, p.
19 5, ¶ 11.

20
21 D. Flynn told Armstrong that
22 the other some fifteen people
23 involved in the "global
24 settlement" would continue to
25 be attacked by Scientology if
26 he didn't sign.

27 Defendant's Evidence

28 Ex. 1, pp. 8,9, ¶ 18; Ex.
1(G), 9:6-12, 10:21-11:28; Ex.

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1(B), pp. 3,4, ¶ 8, p. 5, ¶ 11.

E. Flynn had another client yell at Armstrong when Armstrong objected to the language of the "agreement."

Defendant's Evidence

Ex. 1(G), 9:15-19; Ex. 1(B), p. 4, ¶ 8.

2. Armstrong received a portion of a total sum paid to his attorney, Michael Flynn, in settlement of all claims of Mr. Flynn's clients.

Plaintiff's Evidence:

Complaint ¶13; Answer, ¶13; Request for Judicial Notice, Exhibit C, Order Granting Summary Adjudication of the Fourth and Sixth Causes of Action; Exhibit 1A, Mutual Release of All Claims and Settlement Agreement, ¶3.

2. Disputed. The total sum paid to Flynn was additionally in consideration of settlement of Flynn's own claims.

Defendant's Evidence

Plaintiff's Evidence, Exhibit 1C, Exhibit B thereto, "Settlement Agreement."

3. Armstrong received approximately \$800,000.00 from Michael Flynn as his portion

3. Undisputed, but irrelevant. Scientology did not know how much Armstrong

1 of the total settlement sum
2 paid by CSI to Mr. Flynn for
3 Flynn's settling clients.

4 Plaintiff's Evidence:

5 3. Exhibit 1C, Declaration
6 of Graham Berry, and Exhibit B
7 thereto; Exhibit 1D Marin
8 Independent Journal, November
9 11, 1992, article entitled,
10 "Is Money The Root of Our
11 Problems?"

12
13 4. Paragraph 7(E) of the
14 Agreement provides:"...
15 Plaintiff agrees to return to
16 the Church of Scientology
17 International at the time of
18 the consummation of this
19 agreement, all materials in
20 his possession, custody or
21 control (or within the
22 possession, custody or control
23 of his attorney, as well as
24 third parties who are in
25 possession of the described
26 documents), of any nature,
27 including originals and all
28 copies or summaries of
documents defined in Appendix

was receiving. As far as
Scientology knew, it could
have been \$0.00, it could have
been all the funds Scientology
paid to Flynn, or any monetary
figure in between.

Defendant's Evidence

Plaintiff's Evidence, Exhibit
1A, p. 2, ¶ 3; Plaintiff's
Exhibit 1C, Exhibit B thereto.

4. Undisputed.

1 'A' to this Agreement,
2 including but not limited to
3 any tapes, computer disks,
4 films, photographs,
5 recastings, variations or
6 copies of any such materials
7 which concern or relate to the
8 religion of Scientology, L.
9 Ron Hubbard, or any of the
10 organizations, individuals or
11 entities listed in Paragraph 1
12 above, all evidence of any
13 nature, including evidence
14 obtained from the named
15 defendants through discovery,
16 acquired for the purposes of
17 this lawsuit or any lawsuit,
18 or acquired for any purpose
19 concerning any Church of
20 Scientology, any financial or
21 administrative materials
22 concerning any Church of
23 Scientology, and any materials
24 relating personally to L. Ron
25 Hubbard, his family or estate.
26 ...To the extent that
27 Plaintiff does not possess or
28 control documents within
categories A-C above,

1 Plaintiff recognizes his
2 continuing duty to return to
3 CSI any and all documents that
4 fall within categories A-C
5 above which do in the future
6 come into his possession or
7 control."

8 Plaintiff's Evidence:

9 4. Exhibit 1A, Mutual
10 Release of All Claims and
11 Settlement Agreement, ¶7(E).

12
13 5. Paragraph 7(D) of the
14 Agreement provides that
15 "Plaintiff agrees never to
16 create or publish or attempt
17 to publish, and/or assist
18 another to create for
19 publication by means of
20 magazine, article, book or
21 other similar form, any
22 writing or to broadcast or to
23 assist another to create,
24 write, film or video tape or
25 audio tape any show, program
26 or movie, or to grant
27 interviews or discuss with
28 others, concerning their
experiences with the Church of

5. Undisputed.

1 Scientology, or concerning
2 their personal or indirectly
3 acquired knowledge or
4 information concerning the
5 Church of Scientology, L. Ron
6 Hubbard or any of the
7 organizations, individuals and
8 entities listed in Paragraph 1
9 above. Plaintiff further
10 agrees that he will maintain
11 strict confidentiality and
12 silence with respect to his
13 experiences with the Church of
14 Scientology and any knowledge
15 or information he may have
16 concerning the Church of
17 Scientology, L. Ron Hubbard,
18 or any of the organizations,
19 individuals and entities
20 listed in Paragraph 1 above.
21 Plaintiff expressly
22 understands that the non-
23 disclosure provisions of this
24 subparagraph shall apply,
25 inter alia, but not be
26 limited, to the contents or
27 substance of his complaint on
28 file in the action referred to
in Paragraph 1 hereinabove or

1 any documents as defined in
2 Appendix "A" to this
3 Agreement, including but not
4 limited to any tapes, films,
5 photographs, recastings,
6 variations or copies of any
7 such materials which concern
8 or relate to the religion of
9 Scientology, L. Ron Hubbard,
10 or any of the organizations,
11 individuals and entities
12 listed in Paragraph 1 above.
13 The attorneys for Plaintiff,
14 subject to the ethical
15 limitations restraining them
16 as promulgated by the state or
17 federal regulatory
18 associations or agencies,
19 agree not to disclose any of
20 the terms and conditions of
21 the settlement negotiations,
22 amount of the settlement, or
23 statements made by either
24 party during the settlement
25 conferences. Plaintiff agrees
26 that if the terms of this
27 paragraph are breached by him,
28 that CSI and the other
Releasees would be entitled to

1 liquidated damages in the
2 amount of \$50,000 for each
3 such breach. All monies
4 received to induce or in
5 payment for a breach of this
6 Agreement, or any part
7 thereof, shall be held in a
8 constructive trust pending the
9 outcome of any litigation over
10 said breach. The amount of
11 liquidated damages herein is
12 an estimate of the damages
13 that each party would suffer
14 in the event this Agreement is
15 breached. The reasonableness
16 of the amount of such damages
17 are hereto acknowledged by
18 Plaintiff."

19 Plaintiff's Evidence:

20 5. Exhibit 1A Mutual Release
21 of All Claims and Settlement
22 Agreement, ¶7(D).

23
24 6. Paragraph 7(G) of the
25 Agreement provides, "Plaintiff
26 agrees that he will not
27 voluntarily assist or
28 cooperate with any person
adverse to Scientology in any

6. Undisputed.

1 proceeding against any of the
2 Scientology organizations,
3 individuals or entities listed
4 in Paragraph 1 above .
5 Plaintiff agrees that he will
6 not cooperate in any manner
7 with any organizations aligned
8 against Scientology."

9 Plaintiff's Evidence:

10 6. Exhibit 1A Mutual Release
11 of All Claims and Settlement
12 Agreement, ¶7(D).

13

14 7. Paragraph 7(H) of the
15 Agreement provides, "Plaintiff
16 agrees not to testify or
17 otherwise participate in any
18 other judicial, administrative
19 or legislative proceeding
20 adverse to Scientology or any
21 of the Scientology Churches,
22 individuals or entities listed
23 in Paragraph 1 above unless
24 compelled to do so by lawful
25 subpoena or other lawful
26 process. Plaintiff shall not
27 make himself amenable to
28 service of any such subpoena
in a manner which invalidates

7. Undisputed.

1 the intent of this provision.
2 Unless required to do so by
3 such subpoena, Plaintiff
4 agrees not to discuss this
5 litigation or his experiences
6 with and knowledge of the
7 Church with anyone other than
8 members of his immediate
9 family."

10 Plaintiff's Evidence:

11 7. Exhibit 1A Mutual Release
12 of All Claims and Settlement
13 Agreement, ¶7(H).

14

15 8. Paragraph 10 of the
16 Agreement provides, "Plaintiff
17 agrees that he will not assist
18 or advise anyone, including
19 individuals, partnerships,
20 associations, corporations or
21 governmental agencies
22 contemplating any claim or
23 engaged in litigation or
24 involved in or contemplating
25 any activity adverse to the
26 interests of any entity or
27 class of persons listed above
28 in Paragraph 1 of this
Agreement."

8. Undisputed.

1 Plaintiff's Evidence:

2 8. Exhibit 1A Mutual Release
3 of All Claims and Settlement
4 Agreement, ¶10.

5

6 9. Paragraph 18(D) of the
7 Agreement provides, "The
8 Parties hereto and their
9 respective attorneys each
10 agree not to disclose the
11 contents of this executed
12 Agreement. Nothing herein
13 shall be construed to prevent
14 any party hereto or his
15 respective attorney from
16 stating that this civil action
17 has been settled in its
18 entirety."

9. Undisputed.

19 Plaintiff's Evidence:

20 9. Exhibit 1A Mutual Release
21 of All Claims and Settlement
22 Agreement, ¶18(D).

23

24 10. Paragraph 20 of the
25 Agreement provides,
26 "Notwithstanding the dismissal
27 of the lawsuit pursuant to
28 Paragraph 4 of this Agreement,
the parties hereto agree that

10. Undisputed.

1 the Los Angeles Superior Court
2 shall retain jurisdiction to
3 enforce the terms of this
4 Agreement. This Agreement may
5 be enforced by any legal or
6 equitable remedy, including
7 but not limited to injunctive
8 relief or declaratory judgment
9 where appropriate. In the
10 event any party to this
11 Agreement institutes any
12 action to preserve, to protect
13 or to enforce any right or
14 benefit created hereunder, the
15 prevailing party in any such
16 action shall be entitled to
17 the costs of suit and
18 reasonable attorney's fees."

19 Plaintiff's Evidence:

20 10. Exhibit 1A Mutual Release
21 of All Claims and Settlement
22 Agreement, ¶20.

23

24 B. Armstrong Breached The Agreement By Voluntarily Providing Aid
25 To Adverse Litigants And Claimants In Violation Of Paragraph
26 7(G), 7(H), 10 and 18(D) Of The Agreement.

27

28 11. Vicki and Richard Aznaran 11. Undisputed.
are former Church members and,

1 in 1991, were actively
2 litigating against several
3 Churches of Scientology.

4 Plaintiff's Evidence:

5 11. Complaint, ¶ 18; Answer,
6 ¶18; Exhibit 1E, Deposition of
7 Gerald Armstrong, Vol II, July
8 22, 1992, 183:1-6; Request
9 for Judicial Notice, Exhibit
10 F, Complaint in the United
11 States District Court for the
12 Central District of
13 California, Case No. CV 88-
14 1786 JMI(Ex), Vicki J.

15 Aznaran, et al. v. Church of
16 Scientology of California, et
17 al.

18
19 12. On August 21, 1991,
20 Armstrong wrote to attorney
21 Eric Lieberman, counsel for
22 CSI, "There was no reason to
23 videotape me as proof that I
24 was associating with Ford
25 Green. I had spoken the day
26 before with two of your fellow
27 org lawyers, Laurie Bartilson
28 and Bill Drescher, and two men
from SO legal liaison staff,

12. Undisputed.

1 Howard Gutfeld and August
2 Murphy, and from none of whom
3 had I withheld the fact that I
4 was helping Mr. Greene...Mr.
5 Murphy spent some time in Mr.
6 Greene's office and we spoke
7 for a few minutes. I am quite
8 certain he left with the
9 impression that I was helping
10 Mr. Greene, and specifically
11 in the Aznaran case since, in
12 addition to my saying so, he
13 did observe me carrying into
14 Mr. Greene's office two boxes
15 containing the mega-copies of
16 the two Oppositions to Summary
17 Judgment Motions (Statute of
18 Limitations and First
19 Amendment) and related
20 documents, and he did hear me
21 lament that his organization
22 had cost Mr. Greene that very
23 day over seven hundred dollars
24 in copying costs."

25 Plaintiff's Evidence:

26 12. Letter of August 21,
27 1991 from Gerald Armstrong to
28 Eric Lieberman, Exhibit 1F.

1 13. On September 4, 1991,
2 Ford Greene signed a
3 declaration for filing in the
4 Aznaran case stating, "I am
5 grateful for the on-going
6 assistance that I have
7 received from Gerry Armstrong.
8 While I have worked - at times
9 around the clock - he has
10 assembled the product of my
11 labors and ensured that were
12 prepared for filing and
13 service."

14 Plaintiff's Evidence:

15 13. Declaration of Ford
16 Greene, September 4, 1991,
17 Exhibit 1G; ¶7.

19 14. On August 26, 1991,
20 Armstrong voluntarily signed a
21 declaration for filing in the
22 Aznaran case containing
23 statements regarding his
24 alleged experiences with and
25 knowledge of the Church and L.
26 Ron Hubbard.

27 Plaintiff's Evidence:

28 14. Exhibit 1H, Deposition of
Gerald Armstrong, Vol III,

13. Undisputed.

14. Undisputed.

1 322:19-323:7, 324:5-10,
2 324:21-23, 325:1-10, 325:17-
3 326:3, 327:8-10, and Exhibit
4 11 thereto; Exhibit 1I,
5 Armstrong Declaration, August
6 26, 1991; Complaint, ¶¶ 37 and
7 59; Answer, ¶¶ 37 and 59.

8
9 15. On September 3, 1991,
10 Armstrong voluntarily signed a
11 declaration for filing in the
12 Aznaran case stating, "I aid
13 Mr. Greene out of my own free
14 will and my sense of right and
15 wrong ... My help to Ford
16 Greene in all of the papers
17 recently filed has been in
18 proofreading, copying,
19 collating, hole-punching,
20 stapling, stamping, packaging,
21 labeling, air freighting and
22 mailing. Mr. Greene and I
23 have had several conversations
24 during this period, some of
25 which have certainly concerned
26 the litigation."

27 Plaintiff's Evidence:

28 15. Declaration of Gerald
Armstrong, September 3, 1991,

15. Undisputed.

1 ¶¶ 5 and 18, Exhibit 1J.

2

3 16. On October 8, 1992,
4 Armstrong testified that since
5 July 22, 1992, he had broadly
6 discussed with the Aznarans
7 matters concerning their case,
8 and had relayed communications
9 between the Aznarans and Ford
10 Greene.

16. Undisputed.

11 Plaintiff's Evidence:

12 16. Armstrong Depo., Vol IV,
13 448:9-449:4, Exhibit 1K.

14

15 17. In July, 1991, the Church
16 and related Church entities
17 filed a complaint against
18 their former attorney Joseph
19 A. Yanny.

17. Undisputed.

20 Plaintiff's Evidence:

21 17. Request for Judicial
22 Notice, Exhibit G, Complaint,
23 Exhibit 1G, Religion
24 Technology Center et al. v.
25 Joseph A. Yanny, et al., Los
26 Angeles Superior Court, Case
27 No. BC 033035 ("RTC v.
28 Yanny").

1 18. On July 16, 1991, at the
2 offices of Joseph Yanny,
3 Armstrong voluntarily prepared
4 and executed a declaration
5 which Armstrong then left with
6 Yanny, with the expectation
7 that Yanny would use it and
8 file it in court in RTC v.
9 Yanny.

10 Plaintiff's Evidence:

11 18. Armstrong Depo., Vol III,
12 311:3-312:20, Exhibit 1L;
13 Declaration of Gerald
14 Armstrong, July 16, 1991,
15 Exhibit 1M.

16
17 19. In this declaration
18 Armstrong discussed the
19 contents of his settlement
20 agreements between CSI and
21 other litigants represented by
22 Michael Flynn, and alleged
23 circumstances of the
24 settlements. Armstrong
25 attached a copy of his
26 settlement agreement to this
27 declaration.

28 Plaintiff's Evidence:

19. Declaration of Gerald

18. Disputed.

The RTC v. Yanny case was not
filed until July 18, 1991.

Defendant's Evidence

Plaintiff's Request for
Judicial Notice, Exhibit G,
Yanny complaint.

19. Undisputed.

1 Armstrong, July 16, 1991,
2 Exhibit 1M.

3

4 20. On July 19, 1991,
5 Armstrong voluntarily signed a
6 handwritten declaration and
7 provided it to Joseph Yanny.

20. Undisputed.

8 In the declaration, which
9 Yanny filed, Armstrong
10 admitted that Yanny called him
11 on July 19, 1991, and asked
12 for Armstrong's help in
13 Yanny's representation of the
14 Aznarans against CSI.
15 Armstrong stated that he
16 agreed to help Yanny with the
17 Aznarans' case and that he
18 would travel to Los Angeles
19 and did stay with Yanny on
20 July 15 and 16, 1991.

21 Plaintiff's Evidence:

22 20. Declaration of Gerald
23 Armstrong, July 19, 1991, ¶¶
24 2,3 and 9 Exhibit 1N.

25

26 21. Malcolm Nothling is an
27 anti-Scientology litigant who
28 is suing Church of Scientology
entities in South Africa.

21. Undisputed.

1 Plaintiff's Evidence:

2 21. Letter from Gerald
3 Armstrong to Eric Lieberman
4 dated June 21, 1991, Ex. 10.

5

6 22. In June, 1991, Armstrong
7 agreed to travel to South
8 Africa to testify on behalf of
9 Mr. Nothling. In August,
10 1991, he flew to South Africa
11 at Mr. Nothling's expense and,
12 with Mr. Nothling and his
13 attorneys, prepared to testify
14 at Mr. Nothling's trial.

15 Armstrong did not receive a
16 subpoena compelling his
17 testimony prior to flying to
18 South Africa.

19 Plaintiff's Evidence:

20 22. Letter from Gerald
21 Armstrong to Eric Lieberman
22 dated June 21, 1991, Ex. 10;
23 Armstrong Depo., Vol. VII, pp.
24 901:15 - 903:20, Ex. 1P.

25

26 23. In December, 1992,
27 Armstrong sent a letter to
28 CSI's counsel in which he made
 settlement demands on behalf

22. Undisputed.

23. Disputed.

Armstrong's letter of December
22, 1992 is not a demand, but
an effort to resolve his own

1 of Mr. Nothling.

2 Plaintiff's Evidence:

3 23. Letter from Gerald
4 Armstrong dated December 22,
5 1992, Ex. 1Q; Armstrong Depo.,
6 Vol. VII, 908:8 - 914:5, Ex.
7 1P.

litigation and the threat of
"fair game," and to bring
peace to Scientology as well
as himself and Scientology's
fair game targets. LA
Superior Court Judge Diane
Wayne ruled in discharging
Scientology's contempts
against Armstrong that his
letter "when read in its
totality"... "does not amount
to activity which "assists" in
litigation on behalf of
Roberts." The same is true of
Malcolm Nothling.

16 Defendant's Evidence

17 Plaintiff's Evidence, Exhibit
18 1Q, Armstrong letter; Ex.
19 1(J)(L), Order of Judge Diane
20 Wayne filed July 28, 1994 in
21 Scientology v. Armstrong, LASC
22 No. BC 052395 (now Marin SC
23 No. 157680), p. 2, ¶3;
24 Scientology's Evidence,
25 Exhibit 1EEEE, Declaration of
26 Gerald Armstrong executed
27 February 3, 1993.

28
24. In August, 1994,

24. Disputed.

1 Armstrong again made plans to
2 voluntarily travel to South
3 Africa and testify against the
4 South African Church on behalf
5 of Mr. Nothling.

6 Plaintiff's Evidence:

7 24. Armstrong Depo., Vol.
8 VII, 914:6 - 917:18, Ex. 1P.

9
10 25. In early 1992, CSI was
11 involved in litigation in
12 several European countries
13 with Readers' Digest.

14 Plaintiff's Evidence:

15 25. Armstrong Depo., Vol.
16 II, pp. 282-285, Ex. 1R.

17
18 26. In February, 1992,
19 Armstrong voluntarily gave
20 attorneys for Readers' Digest
21 an affidavit in which he
22 discussed at length his
23 purported knowledge of and
24 experiences in Scientology.
25 In the affidavit, Armstrong
26 stated, "In delivering this
27 testimony I know that it is
28 destined to be produced in
Court."

Armstrong stated that he would
only testify pursuant to
subpoena.

Defendant's Evidence

Plaintiff's Evidence, Ex. 1P.

25. Undisputed.

26. Undisputed.

1 Plaintiff's Evidence:

2 26. Armstrong Affidavit of
3 February 19, 1992, Ex. 1S,
4 ¶14.

5
6 27. Richard Behar is the
7 author of a cover story
8 printed in the May 1991 issue
9 of Time magazine regarding the
10 Church of Scientology. CSI
11 filed a complaint for
12 defamation against Time and
13 Behar on April 27, 1992, as a
14 result of false statements
15 contained in Behar's article.
16 Armstrong contacted Behar by
17 phone and spoke to him as he
18 was aware that CSI was in
19 litigation with Time.

20 Plaintiff's Evidence:

21 27. Armstrong Depo, Vol III,
22 387:1-14; Request for
23 Judicial Notice, Exhibit F,
24 Complaint in the United States
25 District Court of the Southern
26 District of New York, Case No.
27 92 Civ 3024, Church of
28 Scientology International v.
Time Warner Inc., Time

27. Undisputed.

1 Magazine Co. and Richard
2 Behar.

3

4 28. In 1992, Armstrong
5 voluntarily sent Richard Behar
6 a copy of the affidavit which
7 he had executed for the
8 Readers' Digest litigation.

28. Undisputed.

9 Plaintiff's Evidence:

10 28. Armstrong Depo, Vol IV,
11 pp. 420:18 - 421:9, Ex. 1U.

12

13 29. The World Institute of
14 Scientology Enterprises
15 ("WISE") was a named defendant
16 in Hunziker v. Applied
17 Materials et a., Santa Clara
18 Superior Court, Case No.
19 692629 ("Hunziker"). WISE is
20 a Church of Scientology
21 affiliated entity and thus a
22 "Releasee" under the
23 Agreement.

29. Undisputed.

24 Plaintiff's Evidence:

25 29. Complaint, ¶ 47; Answer,
26 ¶ 47-48; Mutual Release of All
27 Claims and Settlement
28 Agreement ¶ 1, Exhibit 1A.

1 30. In 1992, Armstrong was
2 retained by Hunziker's lawyers
3 as an "expert" consultant on
4 the subject of Scientology.

30. Undisputed.

5 Plaintiff's Evidence:

6 30. Armstrong letter to
7 Rummonds, Exhibit 1V.

8
9 31. On February 21, 1992,
10 Armstrong voluntarily met with
11 attorney James Rummonds,
12 counsel for plaintiffs in
13 Hunziker. In this meeting
14 Armstrong discussed his
15 "history in the organization,
16 the settlement agreement, the
17 effect of the settlement
18 agreement..." and his
19 knowledge of and experience
20 with the Church of
21 Scientology.

31. Undisputed.

22 Plaintiff's Evidence:

23 31. Complaint, ¶ 48; Answer,
24 ¶ 48; Armstrong Depo, Vol III,
25 392:17-394:21, 398:5-18,
26 Exhibit 1W; Armstrong Depo,
27 Vol I, Hunziker v. Applied
28 Materials, 87:13-88:2, 93:7-
14, Exhibit 1X.

1 32. Armstrong met with John
2 C. Elstead, attorney for
3 plaintiff in Hunziker on
4 February 23, 1992. On that
5 date, Armstrong discussed with
6 Elstead his knowledge of and
7 experience with the Church of
8 Scientology.

9 Plaintiff's Evidence:

10 32. Complaint, ¶ 48; Answer,
11 ¶ 48; Armstrong Depo, Vol I,
12 Hunziker v. Applied Materials,
13 144:15-147:8, Exhibit 1X.

14

15 33. On March 8, 1992,
16 Armstrong met again with
17 attorney John Elstead and
18 provided him approximately 500
19 pages of documents relating to
20 the Scientology religion and
21 the Church of Scientology.

22 Plaintiff's Evidence:

23 33. Complaint, ¶ 51; Answer,
24 ¶ 51; Armstrong Depo, Vol III,
25 402:5-405:13, Exhibit 1W.

26

27 34. On May 27, 1992,
28 Armstrong met with attorneys
Jerold Fagelbaum and Gary

32. Undisputed.

33. Undisputed.

34. Undisputed.

1 Bright, attorneys for David
2 Mayo and the Church of the New
3 Civilization in the
4 consolidated cases of
5 Religious Technology Center et
6 al. v. Robin Scott et al.
7 United States District Court
8 for the Central District of
9 California, Case No. CV 85-711
10 JMI(Bx), and Religious
11 Technology Center et al. v.
12 Larry Wollersheim et al.,
13 United States District Court
14 for the Central District of
15 California, Case No. CV 85-
16 7197 JMI(Bx). At the time,
17 Fagelbaum and Bright were
18 litigating a cross-claim in
19 that case against inter alia,
20 CSI.

21 Plaintiff's Evidence:

22 34. Armstrong Depo, Vol II,
23 214:20-216:24, Exhibit 1Y.

24
25 35. At his meeting with
26 Fagelbaum and Bright,
27 Armstrong voluntarily executed
28 a declaration purporting to
authenticate an affidavit

35. Undisputed.

1 describing Armstrong's alleged
2 experiences with the Church.

3 Plaintiff's Evidence:

4 35. Answer, ¶¶ 68 and 69;
5 Armstrong Depo, Vol II,
6 219:17-226:25, Exhibit 1Y;
7 Declaration of Gerald
8 Armstrong, May 27, 1992,
9 Exhibit 1Z.

10

11 36. Tilly Good, Denise
12 Cantine and Ed Roberts are
13 former Scientology
14 parishioners, each of whom
15 have pressed claims against
16 one or more Churches of
17 Scientology.

18 Plaintiff's Evidence:

19 36. Tilly Good Demand Letter,
20 Exhibit 1AA; Denise Cantine
21 Demand Letter, Exhibit 1BB; Ed
22 Roberts Demand Letter, Exhibit
23 1CC.

24

25 37. While working in Ford
26 Greene's office, Armstrong
27 voluntarily provided aid and
28 assistance to Tilly Good,
Denise Cantine and Ed Roberts

36. Undisputed.

37. Disputed.

Armstrong is permitted by the
May 28, 1992 partial
injunction to render clerical
and paralegal services. There

1 concerning their claims
2 against Churches of
3 Scientology.

4 Plaintiff's Evidence:

5 Armstrong Depo, Vol IV, 451-
6 458, Exhibit 1DD; Armstrong
7 letter of Dec. 22, 1992,
8 Exhibit 1Q, pp. 6-7.

is no evidence that he has
done anything other than that
regarding the Good, Cantin &
Roberts matters. Judge Wayne
ruled in discharging
Scientology's contempts
against Armstrong that
regarding the Aznaran
litigation, where Scientology
also claimed Armstrong
assisted the plaintiffs:

"no where is it
suggested that any
of those
conversations were
for the purpose of
"assisting" in their
claims. And, it
appears that any
such conversation
could have been
associated with his
ministerial duties
as a paralegal in
the office of his
employer. It should
be noted that the
Order specifically
permits Respondent
to engage in such
employment and does
not "wall" him off
from all such
litigation."

Armstrong's letter of December
22, 1992 is not a demand, but
an effort to resolve his own
litigation and the threat of
"fair game", and to bring
peace to Scientology as well

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as himself and Scientology's fair game targets.

Defendant's Evidence

Ex. 1(J)(L); Plaintiff's Evidence, Exhibit 1DD; Plaintiff's Evidence, Exhibit 1Q; Scientology's Request for Judicial Notice, Exhibit P, pp. 2,3, § 6.

38. The Cult Awareness Network ("CAN") and its Executive Director, Cynthia Kissner, have brought three law suits against CSI and various Scientology related entities and individuals.

Plaintiff's Evidence:

38. Request for Judicial Notice, Exhibit I, Complaint in Cult Awareness Network v. Church of Scientology International, et al., Circuit Court of Cook Co., Illinois, No. 94L804; Ex. J, Cynthia Kissner v. Chicago Crusader et al., Circuit Court of Cook County, Illinois, No. 92L08593; Ex. K, Cynthia

38. Undisputed.

1 Kisser v. Coalition for
2 Religious Freedom, et al.,
3 United States District Court
4 for the North District of
5 Illinois, Eastern Division,
6 No. 92C4508.

7
8 39. Armstrong has voluntarily
9 provided aid and assistance to
10 CAN and its attorneys,
11 Hagenbaugh and Murphy, in
12 their litigation against CSI
13 and other Releasees.

14 Plaintiff's Evidence:

15 39. Letter from Gerald
16 Armstrong to Daniel Leipold,
17 January 11, 1993, Exhibit 1EE;
18 Armstrong Depo., Vol. VIII,
19 pp. 1036-1038, Exhibit 1FF.

20

21

22

23

24

25 40. Lawrence Wollersheim has
26 been a litigant actively
27 pursuing a claim against the
28 Church of Scientology of
California ("CSC") since 1980.

39. Disputed.

The letter Armstrong wrote to
Leipold concerns Armstrong's
request for assistance from
CAN in the instant litigation
where Scientology was seeking
to have Armstrong jailed for
contempt of court.

Armstrong's deposition
testimony concerns only the
suggestion that CAN invite two
people to its annual
convention.

Defendant's Evidence

Plaintiff's Evidence, Exhibits
1EE and 1FF.

40. Undisputed.

1 Plaintiff's Evidence:

2 40. Request for Judicial
3 Notice, Exhibit L, Complaint,
4 Wollersheim v. Church of
5 Scientology of California,
6 LASC No. C332327.

7

8 41. In February, 1993, CSC
9 brought an action for
10 equitable relief from judgment
11 due to judicial bias which
12 named Wollersheim as a
13 defendant.

14 Plaintiff's Evidence:

15 41. Request for Judicial
16 Notice, Exhibit M, Complaint,
17 Church of Scientology of
18 California v. Wollersheim,
19 LASC No. BC074815.

20

21 42. In 1993, Armstrong
22 voluntarily provided aid and
23 assistance to Wollersheim and
24 his attorneys, Daniel Leipold,
25 Hagenbaugh & Murphy and Mark
26 Goldowitz.

27 Plaintiff's Evidence:

28 42. Armstrong letters to
Goldowitz, June - September,

41. Undisputed.

42. Undisputed.

1 1993, Exhibit 1GG; Armstrong
2 Depo., Vol. VI, pp. 740-746,
3 749-750, Exhibit 1HH.

4 43. Ron Lawley is an anti-
5 Scientology litigant adverse
6 to Scientology-affiliated
7 entities in the case of 1984
8 S.No.1675 Scientology AOSHEU &
9 Af -v- Scott, et al., and 1986
10 C No. Scientology RECI -v-
11 Carter, et al., High Court
12 London, England.

13 Plaintiff's Evidence:

14 43. Request for Judicial
15 Notice, Exhibit N, Writ
16 Summons and Statement of Claim
17 between the Church of
18 Scientology Advanced
19 Organization Saint Hill Europe
20 and Africa and Robin Scott,
21 Ron Lawley, et al. in the High
22 Court of Justice, Queen's
23 Bench Division, London,
24 England, dated March 22, 1984;
25 Armstrong Depo., Vol. VII, pp.
26 857-861, Exhibit 1III.

27

28 44. In or about January and
February, 1994, Armstrong

43. Undisputed.

44. Undisputed.

1 voluntarily agreed to testify
2 against Scientology at
3 Lawley's upcoming trial, and
4 furnished an affidavit
5 concerning his alleged
6 Scientology knowledge and
7 experiences to Lawley and
8 Lawley's counsel.

9 Plaintiff's Evidence:

10 44. Armstrong Depo., Vol.
11 VII, pp. 857-861, Exhibit 1II;
12 Affidavit of Gerald Armstrong,
13 February 7, 1994, Ex. 1JJ.

14

15 45. Steven Fishman and Uwe
16 Geertz are defendants in an
17 action brought by the Church
18 of Scientology International
19 for defamation.

45. Undisputed.

20 Plaintiff's Evidence:

21 45. Request for Judicial
22 Notice, Exhibit N, Complaint,
23 Church of Scientology
24 International v. Steven
25 Fishman, etc al., United
26 States District Court for the
27 Central District of
28 California, Case No. 91-6426
HLH (Tx).

1 46. Armstrong agreed to be a
2 trial witness for Fishman and
3 Geertz and, in 1994, provided
4 assistance and declarations
5 about his claimed Scientology
6 knowledge and experiences to
7 Geertz's counsel.

46. Undisputed.

8 Plaintiff's Evidence:

9 46. Armstrong Depo., Vol. VI,
10 pp. 782-789, Vol. VIII, pp.
11 1046, 1058, Exhibit 1KK;
12 Declaration of Gerald
13 Armstrong and dated February
14 22, 1994, Exhibit 1LL;
15 Declaration of Gerald
16 Armstrong and dated April 21,
17 1994, Exhibit 1MM; Armstrong
18 letter to Graham Berry, dated
19 January 27, 1994, Exhibit 1NN.

20
21 C. Armstrong Breached The Agreement By Discussing His Claimed
22 Experiences In And Knowledge Of Scientology With Media
23 Representatives In Violation Of Paragraph 7(D) Of The
24 Agreement.

25
26 47. On March 20, 1992,
27 Armstrong and his counsel,
28 Ford Greene, provided a
videotaped interview to

47. Undisputed.

1 reporter Don Knapp of CNN.

2 Plaintiff's Evidence:

3 47. Complaint, ¶ 44; Answer,
4 ¶ 44; Exhibit 100, Armstrong
5 Depo, Vol. III, 341:24 -
6 344:14, 345:10-16.

7

8 48. In the CNN interview,
9 Armstrong discussed his
10 knowledge of the Church of
11 Scientology and L. Ron Hubbard
12 which he had gained through
13 his experiences with the
14 Church of Scientology.

15 Plaintiff's Evidence:

16 48. Complaint, ¶ 44; Answer,
17 ¶ 44; Exhibit 1PP, Transcript
18 of CNN Broadcast; Exhibit 100,
19 Deposition of Gerald
20 Armstrong, Vol III, 343:19-
21 344:4; Request for Judicial
22 Notice, Exhibit E, Order
23 Granting Summary Adjudication.

24

25 49. Armstrong and his
26 counsel, Ford Greene, were
27 interviewed by reporter
28 William Horne of The American
Lawyer magazine. Armstrong

48. Undisputed.

49. Undisputed.

1 made statements concerning his
2 knowledge of and experiences
3 with the Church of Scientology
4 during that interview.

5 Plaintiff's Evidence:

6 49. Exhibit 1QQ, Armstrong
7 Depo, Vol III, 341:24-342:14,
8 348-353; Request for Judicial
9 Notice, Exhibit E, Order
10 Granting Summary Adjudication.

11

12 50. In 1992, Armstrong
13 discussed his anti-Scientology
14 litigation with reporters
15 Robert Welkos and Joel Sappell
16 of the Los Angeles Times.

50. Undisputed.

17 Plaintiff's Evidence:

18 50. Armstrong Depo, Vol III,
19 378-380, Exhibit 1RR.

20

21 51. In June, 1993, Armstrong
22 discussed Scientology and his
23 knowledge of the Wollersheim
24 case with Joel Sappell.

51. Undisputed.

25 Plaintiff's Evidence:

26 51. Armstrong letter to Mark
27 Goldowitz, June 30, 1993,
28 Exhibit 1SS.

1 52. On November 6, 1992,
2 Armstrong gave a videotaped
3 interview to Sylvia "Spanky"
4 Taylor and Jerry Whitfield, in
5 which he discussed his alleged
6 Scientology knowledge and
7 experiences at length.

52. Undisputed.

8 Plaintiff's Evidence:

9 52. Videotape, Exhibit 1TT;
10 Transcript of Video, Exhibit
11 1UU.

12
13 53. On April 28, 1993,
14 Armstrong attempted to appear
15 on KFAX radio, in the San
16 Francisco area, to discuss his
17 claimed Scientology knowledge
18 and experiences. His
19 appearance was prevented only
20 by the rapid action of CSI's
21 counsel.

53. Undisputed.

22 Plaintiff's Evidence:

23 53. Bartilson letter to
24 Armstrong, April 28, 1993, Ex.
25 1VV; Armstrong letter to
26 Bartilson, May 3, 1993, Ex.
27 1WW.

28

54. In June, 1993, Armstrong

54. Undisputed.

1 have an interview to Newsweek
2 reporter Charles Fleming,
3 concerning his claimed
4 Scientology experiences.

5 Plaintiff's Evidence:

6 54. "Scientology in the
7 Schools," Newsweek, June 14,
8 1993, p. 76, Exhibit 1XX;
9 Armstrong Depo., Vol. VI, pp.
10 736-737, Exhibit 1YY.

11

12 55. On June 29, 1993,
13 Armstrong contacted reporter
14 Charles Fleming of Newsweek
15 and discussed his claimed
16 knowledge of the Wollersheim
17 case and Scientology.

55. Undisputed.

18 Plaintiff's Evidence:

19 55. Armstrong letter to
20 Goldowitz, June 30, 1993,
21 Exhibit 1SS.

22

23 56. On August 28, 1993,
24 Armstrong wrote to Charles
25 Fleming discussing his
26 litigation with CSI.

56. Undisputed.

27 Plaintiff's Evidence:

28 56. Armstrong letter to
Fleming, August 28, 1993,

1 Exhibit 1ZZ.

2

3 57. On June 29, 1993,
4 Armstrong spoke with reporter
5 Mike Tipping from the Daily
6 Journal concerning his
7 knowledge Wollersheim's anti-
8 Scientology litigation.

57. Undisputed.

9 Plaintiff's Evidence:

10 57. Armstrong letter to
11 Goldowitz, June 30, 1993,
12 Exhibit 1SS.

13

14 58. In 1993, Armstrong
15 discussed his litigation with
16 CSI and Time reporter Richard
17 Behar.

58. Undisputed.

18 Plaintiff's Evidence:

19 58. Armstrong Depo, Vol. VI,
20 pp. 729-730, Exhibit 1AAA.

21

22 59. On June 29, 1993,
23 Armstrong discussed
24 Wollersheim's anti-Scientology
25 litigation with Time reporter
26 Richard Behar.

59. Undisputed.

27 Plaintiff's Evidence:

28 59. Armstrong letter to
Goldowitz, June 30, 1993,

1 Exhibit 1SS.

2

3 60. In August, 1993,
4 Armstrong discussed his
5 claimed Scientology knowledge
6 and experience with Jennifer
7 Cohen, a reporter for the San
8 Francisco Recorder. He also
9 sent her many documents,
10 including documents relating
11 to the pre-settlement
12 litigation.

13 Plaintiff's Evidence:

14 60. Armstrong Depo, Vol. VII,
15 pp. 854-855, Exhibit 1BBB;
16 Armstrong letter to Cohen,
17 Exhibit 1CCC.

18

19 61. In August, 1993,
20 Armstrong was interviewed by
21 E! TV reporters concerning his
22 claimed Scientology knowledge
23 and experiences.

24 Plaintiff's Evidence:

25 61. Portions of Transcript of
26 E!TV segment, Exhibit 1DDD.

27

28 62. In the late summer or
early fall, 1993, Armstrong

60. Undisputed.

61. Undisputed.

62. Undisputed.

1 discussed his claimed
2 Scientology knowledge and
3 experience on WORD radio in
4 Pittsburgh, Pennsylvania.

5 Plaintiff's Evidence:

6 62. Armstrong Depo, Vol. VII,
7 850-855, Exhibit 1EEE.

8
9 63. In October, 1993,
10 Armstrong discussed his
11 claimed Scientology knowledge
12 and experiences with a
13 reporter for the St.
14 Petersburg Times, Wayne
15 Garcia.

16 Plaintiff's Evidence:

17 63. Armstrong Depo, Vol. VI,
18 720-723, Exhibit 1FFF.

19
20
21 64. In October, 1993,
22 Armstrong wrote a lengthy
23 letter to the editor of
24 Premiere Magazine in which he
25 discussed his claimed
26 Scientology experiences.

27 Plaintiff's Evidence:

28 64. Armstrong letter to
Premiere Magazine Exhibit

63. Disputed.
Armstrong testified that
Garcia wanted a comment on
Armstrong's present thoughts
regarding a 1993 ruling by the
IRS. Armstrong did not
discuss his knowledge or
experiences.

Defendant's Evidence

Plaintiff's Evidence, Exhibit
1FFF.

64. Undisputed.

1 1GGG.

2

3 65. In May, 1994, Armstrong
4 sent a letter to the Mirror
5 Group newspapers, United
6 Kingdom, in which he discussed
7 his claimed Scientology
8 experiences and offered to
9 testify voluntarily on behalf
10 of Mirror Group, should it
11 become involved in litigation
12 with CSI.

13 Plaintiff's Evidence:

14 65. Armstrong letter to
15 Mirror Group Newspaper,
16 Exhibit 1HHH.

17

18 66. In June, 1994, Armstrong
19 discussed his claimed
20 Scientology knowledge and
21 experiences with Rick Cusick,
22 a reporter for Gauntlet
23 Magazine.

24 Plaintiff's Evidence:

25 66. Armstrong Depo, Vol. VI,
26 693-694, Exhibit 1III,
27 Armstrong letter to Cusick,
28 Exhibit 1JJJ.

65. Undisputed.

66. Undisputed.

1 67. In June, 1994, Armstrong
2 discussed his claimed
3 Scientology knowledge and
4 experiences with Rick Sine, a
5 reporter for the Pacific Sun.
6 In July, 1994 he wrote a
7 letter to the Editor of the
8 Pacific Sun.

67. Undisputed.

9 Plaintiff's Evidence:

10 67. Armstrong Depo, Vol. VI,
11 653-655, 661-662, 664-667,
12 Exhibit 1KKK; Article "Gagged
13 Again," Exhibit 1LLL; Article
14 "Alleged Gagged." Exhibit
15 1MMM.

17 68. In August, 1994,
18 Armstrong discussed his
19 claimed Scientology knowledge
20 and experiences with Marsha
21 Nix, a representative of the
22 Disney Channel.

68. Undisputed.

23 Plaintiff's Evidence:

24 68. Armstrong Depo, Vol. VII,
25 848-849, Exhibit 1NNN.

27 69. In August, 1994,
28 Armstrong sent documents
concerning L. Ron Hubbard to

69. Undisputed.

1 Tom Voltz, a Swiss writer who
2 claimed to be writing an anti-
3 Scientology book.

4 Plaintiff's Evidence:

5 69. Armstrong Depo, Vol.
6 VIII, 992-995, Exhibit 1000.

7
8 **D. Armstrong Breached The Agreement By Preparing And**
9 **Distributing His Own Manuscripts Concerning His Claimed**
10 **Scientology Experiences In Violation Of Paragraph 7(D) Of The**
11 **Agreement.**

12
13 70. Armstrong has written and 70. Undisputed.
14 distributed a treatment for a
15 screenplay about his claimed
16 Scientology experiences which
17 he hopes to make into a film.

18 Plaintiff's Evidence:

19 70. Portions of Transcript of
20 E!TV segment, Exhibit 1DDD;
21 Armstrong letter to
22 Wollersheim, Exhibit 1PPP;
23 Armstrong Depo, Vol. VII, 875-
24 876, Exhibit 1QQQ.

25
26 71. Armstrong has written, 71. Undisputed.
27 copyrighted and distributed
28 two manuscripts concerning his
claimed Scientology knowledge

1 and experiences.

2 Plaintiff's Evidence:

3 71. "I Declare," Exhibit
4 1RRR; "Find Better Basket,"
5 Exhibit 1SSS; Armstrong Depo,
6 Vol. VI, pp. 654-655, 710;
7 Vol. VII, pp. 798-801, Exhibit
8 1TTT.

9
10 **E. Armstrong Breached The Agreement By Discussing His Claimed**
11 **Scientology Knowledge And Experiences With Third Parties In**
12 **Violation Of Paragraph 7(D) Of The Agreement.**

13
14 72. In July - September, 72. Undisputed.
15 1992, Armstrong spoke with
16 Robert Lobsinger, a Kentucky
17 newspaper publisher concerning
18 his claimed Scientology
19 knowledge and experiences.
20 Armstrong also wrote to
21 Lobsinger and sent him
22 documents about Armstrong's
23 claimed Scientology
24 experiences.

25 Plaintiff's Evidence:

26 72. Armstrong Depo., Vol.
27 III, 383-385; Vol. IV, 4521-
28 422, Exhibit 1UUU; Armstrong
Letter to Lobsinger, Exhibit

1 1VVV.

2

3 73. In August, 1992,
4 Armstrong sent documents
5 concerning his claimed
6 knowledge and experiences of
7 Scientology to the New York
8 Times.

73. Undisputed.

9 Plaintiff's Evidence:

10 73. Armstrong Depo., Vol.
11 IV, 4521-422, Exhibit 1UUU.

12

13 74. In December, 1992,
14 Armstrong wrote a letter
15 discussing his claimed
16 Scientology knowledge and
17 experiences which he copied to
18 Toby Plevin, Stuart Cutler,
19 Anthony Laing, Kent Burtner,
20 and Margaret Singer.

74. Undisputed.

21 Plaintiff's Evidence:

22 74. Armstrong Letter, Exhibit
23 Q.

24

25 75. In January, 1992,
26 Armstrong discussed his
27 claimed Scientology knowledge
28 and experiences with CANLA
Director, Priscilla Coates.

75. Disputed.

Armstrong testified that he
asked Priscilla Coates for a
phone number.

Defendant's Evidence

1 Plaintiff's Evidence:
2 75. Armstrong Depo., Vol.
3 II, Hunziker v. Applied
4 Materials, 265, 266, Exhibit
5 1WWW.

Plaintiff's Evidence, Exhibit
1WWW.

6 76. From March, 1993 to
7 August, 1994, Armstrong
8 discussed his claimed
9 Scientology knowledge and
10 experiences with Omar
11 Garrison, and sent him
12 documents about his claimed
13 Scientology experiences.

76. Undisputed.

14 Plaintiff's Evidence:
15 76. Armstrong Depo., Vol.
16 VI, 705-710, Exhibit 1XXX.

17
18 77. In fall, 1993, Armstrong
19 discussed his claimed
20 Scientology knowledge and
21 experiences with anti-
22 Scientologists Vaughn and
23 Stacy Young.

77. Disputed.
Vaughn and Stacy Young are not
anti-Scientologists. They are
pro-Scientologist. They are
opposed to the leaders of
Scientology ordering fair game
attacks on them, and on
anyone. They are opposed to
Scientology's leaders
deceiving Scientologists and
subjecting them to coercive
and abusive practices to their

24 Plaintiff's Evidence:
25 77. Armstrong Depo., Vol.
26 VI, 764-765, 767-770, 777-780,
27 Exhibit 1YYY.

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detriment. Calling the Youngs anti-Scientologists is Scientology's leaders' "black propaganda."

Defendant's Evidence

Ex. 1, 22:5-15.

78. In fall, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with a Stanford University psychology class.

Plaintiff's Evidence:

78. Armstrong Depo., Vol. VII, 869-870, 872, Exhibit 1ZZZ.

78. Undisputed.

79. In November, 1993, Armstrong discussed his claimed Scientology knowledge and experiences with attendees of a CAN convention.

Plaintiff's Evidence:

79. Armstrong Depo., Vol. V, 591-592, Exhibit 1AAAA.

79. Undisputed.

80. In spring, 1994, Armstrong discussed his claimed Scientology knowledge

80. Disputed. Armstrong testified that his conversation with Ms.

1 and experiences with anti-
2 Scientologist Hana Whitfield.

3 Plaintiff's Evidence:

4 80. Armstrong Depo., Vol. VI,
5 782-785, Exhibit 1BBBB.

Whitfield concerned dismissal
of the Fishman case, which
dismissal occurred in 1994.
Moreover, Ms. Whitfield is not
an anti-Scientologist, but
pro-Scientologist. She is
opposed to the leaders of
Scientology ordering fair game
attacks on people, including
herself. She is opposed to
Scientology's leaders
deceiving Scientologists and
subjecting them to coercive
and abusive practices to their
detriment. Calling Ms.
Whitfield and "anti-
Scientologist" is
Scientology's leaders' "black
propaganda."

20 Defendant's Evidence

21 Plaintiff's Evidence, Exhibit
22 1BBBB; Ex. 1, 22:5-15; Exhibit
23 2, Declaration of Hana
24 Whitfield in Opposition to
25 Motions for Summary
26 Adjudication of 20th Cause of
27 Action; and 13th, 16th, 17th &
28 19th Causes of Action of
Second Amended Complaint, and

1 Authenticating Exhibits,
2 executed April 6, 1995, in
3 toto.
4

5 **E. Armstrong Breached The Agreement By Establishing And**
6 **Maintaining An Anti-Scientology Electronic Library Via His**
7 **Colorado Corporation, FACTNet, In Violation Of Paragraphs**
8 **7(D), 7(G), 7(H), 10 And 18(D) Of The Agreement.**
9

10 81. In June, 1993 Armstrong
11 and anti-Scientologist
12 Lawrence Wollersheim organized
13 "Fight Against Coercive
14 Tactics, Inc." or "Fight
15 Against Coercive Tactics,
16 Network, Inc." a Colorado
17 Corporation (hereinafter,
18 "FACTNet"). Armstrong has
19 testified that he was an
20 incorporator of FACTNet and
21 its first president.

22 Plaintiff's Evidence:

23 81. Armstrong Depo., Vol.
24 VII, 843, 919-920, Exhibit
25 1CCCC.

81. Disputed.
Lawrence Wollersheim is not an
anti-Scientologist, but pro-
Scientologist. He is opposed
to the leaders of Scientology
ordering fair game attacks on
people, including himself. He
is opposed to Scientology's
leaders deceiving
Scientologists and subjecting
them to coercive and abusive
practices to their detriment.
Calling Mr. Wollersheim an
"anti-Scientologist" is
Scientology's leaders' "black
propaganda."

26 Defendant's Evidence

27 Ex. 1, 22:5-15; Exhibit 9,
28 Declaration of Lawrence
Wollersheim in Opposition to

Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint, and
Authenticating Exhibits,
executed April 7, 1995.

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9 82. According to Armstrong
10 FACTNet was organized "to
11 create an electronic means of
12 assisting the battle against
13 harmful mind control in its
14 various forms and through its
15 various arms, one of which --
16 and undeniably a major area in
17 my life -- was Scientology."

18 Plaintiff's Evidence:

19 82. Armstrong Depo., Vol.
20 VII, 922, Exhibit 1CCCC.

21
22 83. Armstrong has described
23 FACTNet as "the electronic
24 backup" to anti-Scientology
25 litigation, and has admitted
26 that the purposes of
27 assembling the FACTNet
28 database included "providing
access to materials for

82. Undisputed.

83. Undisputed.

1 persons who were engaged in
2 litigation with various Church
3 of Scientology entities," and
4 "making information available
5 to persons contemplating
6 pressing claims against
7 various Church of Scientology
8 entities."

9 Plaintiff's Evidence:

10 83. Armstrong Depo., Vol.
11 VII, 922-923, Vol. VIII, 961,
12 972-973, Exhibit 1CCCC.

13
14 84. Armstrong supplied anti-
15 Scientology materials to
16 FACTNet's database before
17 FACTNet was incorporated,
18 while he was its president,
19 and after he ceased to be an
20 officer of FACTNet. The
21 materials included
22 declarations, personal
23 writings, exhibits and other
24 documents which Armstrong
25 "possessed and assembled."
26 Armstrong supplied two to
27 three inches of anti-
28 Scientology documents to
FACTNet.

84. Disputed.
Armstrong provided FACTNet no
materials before it was
incorporated. He provided
materials to FACTNet after its
incorporation which concerned
certain of Scientology's
illegal or antisocial
practices, but no anti-
Scientology materials. He
provided materials relating to
the framing of his attorney
Michael Flynn, by a private
investigator Eugene Ingram.
Ingram is not a named
beneficiary in the 1986

1 Plaintiff's Evidence:
2 84. Armstrong Depo., Vol.
3 VII, 926-930, Vol. VIII, 954-
4 961, Exhibit 1CCCC.

5
6
7 85. In addition to supplying
8 documents to FACTNet,
9 Armstrong's role is one of
10 "strategy, planning and
11 consultation."

12 Plaintiff's Evidence:
13 85. Armstrong letter to
14 Wollersheim, Exhibit 1PPP.

settlement.
Defendant's Evidence
Ex. 1, 22:16-24:4; Ex. 9, 2:6-
7:6; Plaintiff's Evidence,
Exhibit 1CCCC.

85. Disputed.
Armstrong's role in the area
of "strategy, planning and
consultation," was negligible.
He resigned as a director in
January, 1994, and has had no
official role in FACTNet and
no involvement in its
operations ever since, other
than as a FACTNet library card
holder. FACTNet is an
organization which champions
the rights of cult abuse
victims as a library and
historical preservation
archive. It collects,
preserves and makes available
information on groups using
dangerous mind control
practices.

Defendant's Evidence
Ex. 1, 22:16-24:4; Exhibit
1(R), Letter from Gerald

1 Armstrong to Lawrence
2 Wollersheim dated January 21,
3 1994 resigning as director;
4 Ex. 9, 2:6-7:6; Ex. 9(A)
5 Exhibit A, Publication
6 "FACTNet's Mission," by
7 FACTNet, Inc. (Fight Against
8 Corecive Tactics, Network,
9 Incorporated); Ex. 9(B),
10 FACTNet Research Publication
11 "Scientology's Policies Toward
12 Its Adversaries."

13
14 **G. Armstrong Intends To Continue Breaching The Agreement.**

15
16 86. On May 28, 1992, the
17 Court in this action granted
18 CSI's application for
19 preliminary injunction,
20 prohibiting Armstrong, "his
21 agents, and persons acting in
22 concert or conspiracy with
23 him...from doing directly or
24 indirectly any of the
25 following:
26 "Voluntarily assisting any
27 person (not a governmental
28 organ or entity) intending to
make, intending to press,

86. Disputed.
Scientology brought a motion
for a preliminary injunction
prohibiting Armstrong from
violating any of the
conditions of the "settlement
agreement." Judge Sohigian
denied Scientology's motion as
to all conditions of the
agreement except for the
narrow condition plaintiff
states.

Defendant's Evidence

Plaintiff's Request for

1 intending to arbitrate, or
2 intending to litigate a claim
3 against the persons referred
4 to in sec. 1 of the 'Mutual
5 Release of All Claims and
6 Settlement Agreement' of
7 December, 1986, regarding such
8 claim or regarding pressing,
9 arbitrating or litigating it.

10 "Voluntarily assisting
11 any person (not a governmental
12 organ or entity) arbitrating
13 or litigating a claim against
14 persons referred to in sec. 1
15 of the 'Mutual Release of All
16 Claims and Settlement
17 Agreement' of December, 1986."

18 Plaintiff's Evidence:
19 Request for Judicial Notice,
20 Exhibit P, Minute Order of May
21 28, 1992, issued by Hon.
22 Ronald M. Sohigian.

23
24 87. On June 24, 1992,
25 Armstrong testified regarding
26 the Agreement, "A. When, I
27 mean, I have, I have
28 absolutely no intention of
honoring that settlement

Judicial Notice, Exhibit P, p.
2, No. 6, first sentence,
fifth paragraph, p. 3, first
sentence.

87. Undisputed.

1 agreement. I cannot. I
2 cannot logically. I cannot
3 ethically. I cannot morally.
4 I cannot psychically. I
5 cannot philosophically. I
6 cannot spiritually. I cannot
7 in any way. And it is firmly
8 my intention not to honor it.

9 "Q. No matter what a court
10 says?

11 "A. No court could order it.
12 They're going to have to kill
13 me."

14 Plaintiff's Evidence:

15 87. Armstrong Depo., Vol. I,
16 124:3-11, Exhibit 1DDDD.

17

18 88. On November 6, 1992,
19 Armstrong provided a video-
20 taped interview in which he
21 stated, "...I cannot except
22 pursuant to a subpoena, assist
23 someone intending to file a
24 claim or pressing a claim
25 against the organization. Now
26 that we are appealing even
27 that very narrow ruling,
28 because that's unenforceable
because if you construe my ...

88. Undisputed.

1 that this video could possibly
2 indirectly help someone in the
3 future, I can't do this. And
4 not only that but if you
5 consider that my existence
6 indirectly or directly helps
7 someone, then I'll oblige to
8 take my own life. In other
9 words then I must stop
10 breathing. It's unenforceable
11 hence I feel that I am
12 completely at liberty to
13 associate with whomever I
14 want, to talk to whomever I
15 want, and I act in life that
16 way."

17 Plaintiff's Evidence:

18 88. Videotape of Interview
19 with Gerald Armstrong, Exhibit
20 1TT; Transcript of Interview,
21 page 34, Exhibit 1UU.

22
23 89. On December 22, 1992,
24 Armstrong sent a letter to
25 attorney Laurie Bartilson,
26 counsel for CSI. In this
27 letter Armstrong wrote, "...I
28 consider myself free to do
anything anyone can, except

89. Undisputed.

1 testify absent a subpoena.
2 Much of what I am permitted
3 [to] do I am going to do. I
4 am going to write freely,
5 speak freely, publish, talk to
6 the media, associate freely,
7 and continue, until you put
8 your faith in something more
9 religious than what is bad in
10 jurisprudence, to confront the
11 injustice you bring to court.
12 In the next month or so I
13 expect to initiate speaking or
14 media events to help pay the
15 enormous costs of this
16 litigation. And I expect to
17 promote my legal position
18 within the publishing
19 industry, because my story and
20 my writings on the subject are
21 literarily and commercially
22 worthy."

23 Plaintiff's Evidence:

24 89. Letter of December 22,
25 1992, page 3, Exhibit 1Q.

26

27 90. In this letter, Armstrong
28 wrote, "I will continue to
associate with and befriend

90. Undisputed.

1 all those people I consider
2 you attack unjustly and
3 senselessly. I will make my
4 knowledge and support
5 available to the Cult
6 Awareness Network, a group of
7 people of good will you
8 vilify, in all the litigation
9 you have fomented against
10 them. I will make my
11 knowledge and support
12 available to any Scientologist
13 who is afraid to go anywhere
14 else for understanding, and to
15 the families of Scientologists
16 your organization has
17 estranged. I will even make
18 my knowledge and support
19 available to entities like
20 Time and people like Rich
21 Behar in their defenses from
22 your attacks."

23 Plaintiff's Evidence:

24 90. Letter of December 22,
25 1992, Exhibit 1Q.

26

27 91. In this letter, Armstrong
28 wrote, "There is also, as
mentioned above, the fact that

91. Undisputed.

1 in order to defend myself from
2 your attacks and to fund the
3 defense of the litigation you
4 have fomented I must speak and
5 must publish. I'm sure you
6 understand that I remain
7 completely confident that no
8 court, other than the odd one
9 your mercenaries are able to
10 compromise with bucks, babes
11 or bull, will order me to not
12 defend myself."

13 Plaintiff's Evidence:

14 91. Letter of December 22,
15 1992, page 5, Exhibit 1Q.

16

17 92. In February, 1993,
18 Armstrong executed a
19 declaration in which he
20 stated, "When I received and
21 read the Sohigian ruling I
22 sought to divine its meaning
23 and apply it sensibly to my
24 life, work and legal
25 situation. If it meant
26 precisely what it said then I
27 would have to stop breathing
28 because by breathing I would
be indirectly assisting any

92. Undisputed.

1 person litigating a claim
2 against the organization
3 entities referred in sec. 1 of
4 the settlement agreement.
5 Obviously, therefore, Judge
6 Sohigian did not mean what he
7 stated. If he meant only that
8 I could not, as opposed to
9 passive assistance to
10 litigating claimants such as
11 breathing, living and writing
12 magazine articles for the
13 public generally, physically
14 act to help such a claimant
15 personally, I would have to
16 ensure every little old lady
17 or little old man I might
18 escort across the road was not
19 such a claimant. I am certain
20 Judge Sohigian did not intend
21 that....I do not believe such
22 non-assistance covenants or
23 orders are legal or do
24 anything but obstruct the
25 administration of justice and
26 attempt to destroy mens'
27 souls."

28 Plaintiff's Evidence:

92. Armstrong declaration of

1 February 2, 1993, Exhibit

2 1EEEE.

3

4 93. On May 3, 1993, Armstrong

93. Undisputed.

5 wrote a letter to Laurie

6 Bartilson which stated, "You

7 are in error in your

8 interpretation of the December

9 6, 1986 settlement agreement.

10 I did not agree on that date

11 to forgo future media

12 appearances for a substantial

13 sum of money...." and "Your

14 threat that you will subject

15 me to the liquidated

16 damages provision of the

17 settlement agreement for

18 appearing on [a radio program]

19 is obscene. Even its

20 inclusion in the settlement

21 agreement; that is \$50,000.00

22 per word I write or speak

23 about your organization is

24 obscene."

25 Plaintiff's Evidence:

26 92. Armstrong letter to

27 Bartilson, May 3, 1993,

28 Exhibit 1FFFF.

1 94. On August 16, 1993,
2 Armstrong wrote to Andrew
3 Wilson that "[M]y breaching of
4 the agreement has continued
5 unabated since 1990. It is my
6 duty, therefore, to continue
7 that breach unabated until the
8 agreement is rescinded and no
9 longer exists to be breached.
10 This letter thus also serves
11 to advise you and your client
12 that I am continuing unabated.
13 Please also advise your client
14 to not waste its victims
15 "donations" sending around its
16 camera-toting PIs to try to
17 catch me in an instant when I
18 am doing something other than
19 my unbroken breach. If I am
20 not heard to be breaching the
21 agreement at any moment, I
22 have not stopped doing so, but
23 am just between words or
24 breaching in a whisper. Even
25 in my sleep, though I may not
26 be somniloquizing, I am in
27 every instant breaching the
28 agreement."

94. Undisputed.

Plaintiff's Evidence:

1 94. Armstrong letter to
2 Wilson, Exhibit 1GGGG.

3

4 95. In June, 1994, Armstrong
5 gave an interview to Pacific
6 Sun Reporter Rick Sine, in
7 which he claims, "I stated
8 that, certainly at one point,
9 that the settlement agreement
10 was unenforceable from the
11 start; and according to the
12 language of the settlement
13 agreement, it was absolutely
14 impossible to live, live by
15 it; and I realize it would
16 have driven me absolutely nuts
17 to even attempt. Nevertheless,
18 I had tried to live by it and
19 live within what I call the
20 spirit of settlement. unless I
21 arrived at a point where it
22 simply was impossible and I
23 had to take a stand and had to
24 do -- take the acts, do the
25 things that ended up doing."

26 Plaintiff's Evidence:

27 95. Armstrong Depo., Vol. VI,
28 665-666, Exhibit 1HHHH.

95. Undisputed.

1 96. In July, 1994, Armstrong
2 wrote to the Pacific Sun, that
3 Judge Sohigian "refused the
4 organization's gargantuan
5 effort to gag me. ... I
6 rarely had to consider
7 violating the injunction to
8 help [people]. Everyone else
9 I help with impunity."

96. Undisputed.

10 Plaintiff's Evidence:

11 96. Letter to Pacific Sun,
12 "Alleged Gag," Exhibit 1MMMM.

13
14 97. On February 1, 1995,
15 Armstrong wrote to Church
16 member, Nancy O'Meara, copying
17 the "Media": "What Scientology
18 is doing with me is
19 suppressive, and threatening
20 to justice, wisdom and
21 innocent people everywhere. I
22 will continue to stand my
23 ground and I refuse to be
24 suppressed.... As long as I
25 breathe I will continue to do
26 what I see as God's will, and
27 continue to bring
28 Scientology's evil nature to
the light of truth."

97. Undisputed.

1 Plaintiff's Evidence:

2 97. Armstrong Letter to
3 O'Meara, Exhibit 1IIII.

4
5 ADDITIONAL DISPUTED FACTS

6
7 Armstrong's Claim: Scientology is not entitled to summary
8 adjudication of the Twentieth Cause of Action because: 1.
9 Scientology obtained Armstrong's signature on the subject
10 settlement document by duress; 2. Scientology obtained Armstrong's
11 signature on the subject settlement document by fraud; 3. the
12 settlement agreement is unfair, unreasonable, unconscionable and
13 cannot be specifically performed; 4. Scientology's hands are
14 unclean in this transaction and Scientology is therefore barred
15 from obtaining the relief it seeks; 5. the settlement agreement
16 and Scientology's enforcement thereof are obstructive of justice;
17 6. all of Armstrong's experiences concerning which Scientology
18 seeks to silence him are religious in nature and the silencing of
19 the expression of such experiences by court order is completely
20 barred by the First Amendment to the United States Constitution;
21 and, 7. all of Armstrong's activities which Scientology claims are
22 violations of the subject agreement are religiously motivated and
23 completely protected by the First Amendment, and the Religious
24 Freedom Restoration Act of 1993.

25
26 ISSUE NO. I

27 Armstrong's Claim: Scientology obtained Armstrong's
28 signature on the subject settlement document by duress.

 Armstrong incorporates herein his Disputed Fact and

1 Evidentiary Support No. 1, A-E, supra.

2

3 ISSUE NO. II

4 Armstrong's Claim: Scientology obtained Armstrong signature
5 on the subject settlement document by fraud.

6 Armstrong incorporates herein his Disputed Fact and
7 Evidentiary Support No. 1, A-E, supra.

8

9 98. Flynn advised Armstrong
10 prior to Armstrong's signing
11 the settlement agreement that
12 Scientology had promised that
13 in exchange for his signing
14 the agreement it was ceasing
15 all fair game activities and
16 all attacks against Armstrong,
17 and everyone else.

98. Ex. 1, 9:1-15; Ex. 1(B),
p. 4, ¶9, p. 5, ¶11, pp. 17,
18, ¶¶ 27; Ex. 1(G), 9:25-
10:4, 11:15-17; Exhibit 1(S),
Ex parte application to
continue hearing on motions
for summary adjudication and
declaration thereto executed
April 7, 1995, 5:10-22.

18

19 99. The settlement agreement
20 contains the following
21 language:

99. Plaintiff's Evidence,
Exhibit 1A, Mutual Release of
All Claims and Settlement
Agreement, pp. 11, 15.

22 7 I. "...the "slate" is
23 wiped clean concerning past
24 actions by any party."

25 18. "(D) The parties
26 hereto and their respective
27 attorneys each agree not to
28 disclose the contents of this
executed Agreement. Nothing

1 herein shall be construed to
2 prevent any party hereto or
3 his respective attorney from
4 stating that this civil action
5 has been settled in its
6 entirety.

7 (E) The parties further
8 agree to forbear and refrain
9 from doing any act or
10 exercising any right, whether
11 existing now or in the future,
12 which act or exercise is
13 inconsistent with this
14 Agreement."

15
16 100. Armstrong believed that
17 the above quoted clauses in
18 the settlement agreement
19 required that Scientology
20 forbear and refrain from
21 further acts of fair game
22 against him, and that
23 Scientology would not say or
24 publish anything about him,
25 other than that the case had
26 been settled in its entirety.

27
28 101. Indeed, Scientology
entity Author Services, Inc.'s

100. Ex. 1, 15:1-10; Ex. 1(G),
p. 12, ¶18.

101. Ex. 1(A)(D) Notice of
Motion and Motion by Defendant

1 attorney Lawrence Heller, who
2 "was personally involved in
3 the [1986] settlements,"
4 stated in a declaration
5 executed November 1, 1989 in
6 support of Scientology's
7 motion to delay or prevent the
8 taking of certain third party
9 depositions, including
10 Armstrong's, that:

11 "The non-disclosure
12 obligations were a key part of
13 the settlement agreements
14 insisted upon by all parties
15 involved."
16

17 102. Attorney Heller repeated
18 this averment in the
19 memorandum of points and
20 authorities, stating:

21 "One of the key
22 ingredients to completing
23 these settlements, insisted
24 upon by all parties involved,
25 was strict confidentiality
26 respecting: (1) the
27 Scientology parishioner or
28 staff member's experiences
with the Church of

Author Services, Inc to Delay
or Prevent the Taking of
Certain Third Party
Depositions by Plaintiff dated
November 1, 1989 in Corydon v.
Scientology, LASC No. C
694401, declaration of
Lawrence E. Heller, 8:27-9:16.

102. Ex. 1(A) (D), 4:9-19.

1 Scientology; (2) any knowledge
2 possessed by the Scientology
3 entities concerning those
4 staff members or
5 parishioners."
6

7 103. In his call to Armstrong
8 on November 20, 1989, Heller
9 also stated that Scientology
10 had signed a non-disclosure
11 agreement as well and as far
12 as he knew had lived up to the
13 agreement. Armstrong listed
14 out for Heller statements made
15 by Scientology in violation of
16 the agreement.
17
18
19
20

21 104. If Armstrong had known
22 that the meaning of the
23 settlement agreement was that
24 Scientology was free to attack
25 him or anyone else, that it
26 was going to continue fair
27 game as before, and that he
28 would be legally unable to
respond or defend himself or

103. Ex. 1(A), p. 21, ¶ 44;
Ex. 1(B), p. 6, ¶ 13, pp.
12,13, ¶19; Ex. 1(B)(L), Notes
of Gerald Armstrong of
telephone conversation with
Lawrence Heller on November
20, 1989; Ex. 1(B)(M),
Transcript of Gerald
Armstrong's side of telephone
conversation with Lawrence
Heller on November 20, 1989 p.
2.

104. Ex. 1, 15:1-10; Ex. 1(H),
p. 18, ¶17.

1 anyone else, he would never,
2 for all the money in the
3 world, have signed the
4 document.

5
6 105. Since Armstrong signed
7 the settlement agreement,
8 Scientology reneged on its
9 promise and continued its fair
10 game attacks on him. These
11 fair game attacks after
12 December, 1986, but prior to
13 any acts by Armstrong, which
14 Scientology alleges are
15 breaches of the agreement,
16 include, but are not limited
17 to:

18 A. Delivering "dead
19 agent documents," on him to
20 various media representatives.

21
22 B. Publishing its own
23 false descriptions of his
24 Scientology experiences.

25
26 C. Disseminating to the
27 media an edited, misleading
28 and defamatory version of a
secret and illegal videotape

105. A. Ex. 1(A), pp. 7-9, ¶¶
15-19, p. 20, ¶ 43; Ex.
1(A)(E), Excerpts from 1987
Scientology "Dead Agent"
document.

B. Ex. 1, 10:12-24; Ex.
1(A), pp. 7-9, ¶¶ 15-19; Ex.
1(A)(E).

C. Ex. 1(A), p. 20, ¶ 43;
Ex. 1(A)(N), Business card of
Eugene M. Ingram on copy face
of videocassette; Ex. 1(G),

1 its agents made of him.

14:24-15:3.

2

3 D. Disseminating his
4 own documents which
5 Scientology itself had
6 requested be sealed.

D. Ex. 1(A), pp. 10-12; Ex.
1(A)(F), First Affidavit of
Kenneth Long executed October
5, 1987 and filed in
Scientology v. Miller &
Penguin Books, High Court of
Justice, London, England, Case
No. 1987 C 6140, p. 2-14, ¶¶
2-26, and all exhibits
thereto.

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13

14 E. Filing affidavits
15 about him in a civil lawsuit
16 in England which falsely
17 asserted, inter alia, that he
18 violated court orders and was
19 an admitted agent provocateur
20 of the US Government.

E. Ex. 1(A), pp.9-18, ¶¶ 21-
39; Ex. 1(A)(F), p. 2-14, ¶¶
2-26; Ex. 1(A)(G), Second
Affidavit of Kenneth Long
executed October 5, 1987 and
filed in Miller, p. 2-17, ¶¶
3-32; Ex. 1(A)(H), Third
Affidavit of Kenneth Long
executed October 5, 1987 and
filed in Miller, p. 2, ¶ 3, p.
4, ¶¶ 8,9; Ex. 1(A)(I), First
Affidavit of Sheila Chaleff
executed October 5, 1987 and
filed in Miller, p. 3, ¶ 7;
Ex. 1(A)(J), Fourth Affidavit
of Kenneth Long executed

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October 7, 1987 and filed in Miller, p. 2-8, ¶¶ 2-16; Ex. 1(A)(K), Fifth Affidavit of Kenneth Long executed October 8, 1987 and filed in Miller, p. 2-7, ¶¶ 3-15.

F. Threatening him with being sued if he even talked to attorneys in the case in which the false charges were being made about him.

F. Ex. 1(A), p. 9, ¶ 20.

G. Threatening to expose a private writing if he did not assist Scientology's effort to prevent a civil litigant, Bent Corydon from obtaining access to the Armstrong case file.

G. Ex. 1(A), p. 18, ¶ 40.

H. Threatening him with being sued if he testified about his Scientology experiences even pursuant to a subpoena.

H. Ex. 1, 11:2-11; Ex. 1(A), pp. 2,3, ¶4, pp. 3,4, ¶¶ 7,8, pp. 7-9, ¶¶ 15-19; pp. 20,21, ¶44; Ex. 1(B), pp. 9,10, ¶ 16; pp. 11-13, ¶¶ 18, 19; Ex. 1(B)(J), Notes of Gerald Armstrong of telephone conversation with Lawrence

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I. Threatening him with being sued for being in court to attend a hearing concerning his own deposition.

106. The first thing Armstrong did in response to Scientology's post-settlement fair game attacks was to file two petitions in the California Court of Appeal to be able to respond in the then pending appeal Scientology had taken from the 1984 decision in the Armstrong case, and the appeal Scientology had taken from the unsealing by Bent Corydon of the Armstrong court file. Over Scientology's objections, the Court of

Heller on October 23, 1989; Ex. 1(B)(K), Notes of Gerald Armstrong of telephone conversation with Lawrence Heller on October 25, 1989; Ex. 1(B)(L); Ex. 1(B)(M); Ex. 1(H), p. 11, ¶ 14.

I. Ex. 1(A), p. 23, ¶ 51; Ex. 1(B), pp. 11, 12, ¶18, Ex. 1(B)H, Declaration of Gerald Armstrong, executed March 26, 1990.

106. Ex. 1, 11:11-20; Ex. 1(A), pp. 23,24, ¶¶ 52-54; Ex. 1(A)(P), Respondents's Petition for Permission to File Response and for an Extension of Time to File Response filed in the California Court of Appeal February 28, 1990 in Scientology v. Armstrong, Case No. B025920; Ex. 1(A) and all Exhibits thereto; Ex. 1(A)(Q), Defendants's Petition for Permission to File Response and for Time to File filed in

1 Appeal granted his petitions.
2 The Court also unsealed the
3 subject settlement agreement,
4 which Armstrong had filed as a
5 "sealed exhibit" to his
6 petitions.

7
8 107. From the time Armstrong
9 petitioned the Court of
10 Appeal, Scientology has
11 continued its fair game
12 attacks on him without
13 ceasing. These fair game
14 attacks include, but are not
15 limited to:

16 A. Disseminating to the
17 media "dead agent packs" of
18 "black propaganda" on him
19 which provide Scientology's
20 false version of Armstrong's
21 experiences and include at
22 least the following lies:

23 a. that Armstrong
24 testified falsely at trial in
25 1984;

26
27 b. that he "has adopted
28 a degraded life-style;"

the California Court of Appeal
March 1, 1990 in Scientology
v. Armstrong, Case No.
B038975; Ex. 1(B), and all
Exhibits thereto; Ex. 1(G),
15:25-16:4.

107. A. a. Ex. 1, p. 20, ¶ 40-
A, Exhibit O, Set of Bates-
stamped Scientology
publications, known as "dead
agent documents" concerning
Gerald Armstrong and Judge
Paul G. Breckenridge, Jr.,
produced by Scientology
herein, and authenticated by
Scientology representative
Lynn R. Farny, at Bates
stamped pages 200048, 200054;
200191; 200196.

b. Ex. 1(O), 200049; 200191.

1	c. that he was	c. Ex. 1(0), 200049, 200191.
2	"apparently naked" in a	
3	newspaper photo;	
4		
5	d. that he is connected	d. Ex. 1(0), 200049; 200191.
6	to Cult Awareness Network	
7	described as "a referral	
8	agency for those who engage in	
9	the illegal activity of	
10	kidnapping adults for the	
11	purpose of forcibly persuading	
12	them to abandon their	
13	religious beliefs;"	
14		
15	e. that Armstrong's	e. Ex. 1(0), 200049, 200050;
16	defense at his 1984 trial "was	200192; 200359.
17	a sham and a fraud;"	
18		
19	f. that the LAPD	f. Ex. 1(0), 200050; 200192;
20	"authorized [Scientology's]	200360.
21	videotapes of Armstrong;	
22		
23	g. that Armstrong	g. Ex. 1(0), 200050-200052;
24	wanted to plant fabricated	200360; 200361; 200669.
25	documents in Scientology files	
26	and tell the IRS to	
27	conduct a raid;	
28		
	h. that he wanted to	h. Ex. 1(0), 200051; 200193.

1 plunder Scientology for his
2 own financial gain;

3
4 i. that he never
5 intended to stick to the terms
6 of the settlement agreement;

7
8 j. that Armstrong's
9 motives in writing attorney
10 Eric Lieberman regarding the
11 Nothing case were money and
12 power;

13
14 k. that he was
15 incompetent as a researcher on
16 the Hubbard biography project;

17
18 l. that he wanted to
19 orchestrate a coup in which
20 members of the US Government
21 would wrest control of
22 Scientology.

23
24
25 B. Using transcripts
26 and other documents to attack
27 Armstrong which Scientology
28 itself has insisted be sealed.

i. Ex. 1(O), 200053; 200196;
200362.

j. Ex. 1(O), 200054; 200196.

k. Ex. 1(O), 200054; 200196;
200367.

l. Ex. 1(O), 200052; 200194.

B. Ex. 1(O), 200072-200094;
200096-200013; 200670; 200054
("section 11"); 200055
("section 13"); 200196
("section 11"); 200670 ("See

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letter, page 31)"); 200361
("Section 2"); 200368
("Section 19").

C. Publishing "black
propaganda" on Armstrong
without stating its source
which provide Scientology's
false version of his
experiences and include at
least these false and/or
perverted charges:

C.a. Exhibit 1(L), Scientology
publication entitled
"FACTNet" - Perversions,
Criminality and Lies."
Scientology at p. 3.

a. that he was formerly
a heavy drug user;

b. Ex. 1(L), at p. 3.

b. that he was paid to
provide homosexual sex;

c. Ex. 1(L), at p. 3.

c. that a Marin
Independent Journal photo
showed him in the nude holding
the globe;

d. that he is a
psychotic and lives in a
delusory world;

d. Exhibit 1(M), Scientology
publication entitled
"FACTNet" Still Off the
Rails," at p. 2.

D. Scientology (CSI)

D. Exhibit 1(N), Letter from

1 director Michael Rinder on May
2 9, 1994, wrote a letter to the
3 Mirror Newspaper Group in
4 London, United Kingdom in
5 which he stated that Armstrong
6 "has now distinguished himself
7 by posing naked in a
8 newspaper;"

9
10 E. Church of
11 Scientology International
12 President Heber Jentzsch on
13 August 5, 1993 wrote a letter
14 to E! Television in which he
15 stated that Armstrong "has no
16 relation to art or
17 artists...except, of course,
18 for the photo of himself,
19 nude, hugging the globe;"

20
21 F. Scientology agent
22 Eugene Ingram spread the rumor
23 that Armstrong has AIDS;

Michael Rinder, Church of
Scientology International
executive and director of
plaintiff herein, to Mirror
Group Newspapers in London,
United Kingdom dated May 9,
1994, at p. 2.

E. Exhibit 1(U), Letter from
Church of Scientology
International President Heber
Jentzsch to E! Television
dated August 5, 1993.

F. Ex. 1, 23:20-23, Exhibit
10, Second Declaration of
Gerald Armstrong in Opposition
to Motion for Summary
Adjudication of 13th, 16th,
17th & 19th Causes of Action
of Second Amended Complaint,
executed September 9, 1995,
10:1-6, 11:13-25; Exhibit

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10(A), Videotape taken by Eugene Ingram of Gerald Armstrong at November, 1992 Cult Awareness Convention, produced by Scientology herein (lodged separately).

G. Scientology agent Garry Scarff was briefed by Ingram to expand on the "fuck buddy" relationship between attorney Ford Greene and Armstrong;

G. Exhibit 1(K), Declaration of Garry L. Scarff, executed February 11, 1993 and filed herein in opposition to order to show cause re contempt, at 4:6-10, 5:10-12;

H. Filing declarations in various courts containing false charges, and then using the settlement agreement to prevent him from responding or punish him for responding;

H. Exhibit 1(P), Declaration of David Miscavige, executed February 8, 1994 and filed in Scientology v. Steven Fishman, supra, 31:22-32:14; Scientology's Request for Kudicial Notice, Exhibit A, second amended complaint, 19th cause of action, at 25:16-26:18; Scientology's motion for summary adjudication of 13th, 16th, 17th & 19th causes of action, at 9:9-10:4; Exhibit 1(E)(C), Scientology's Supplemental Memorandum in

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Support of Defendant's Motion to Dismiss Complaint with Prejudice, filed August 26, 1991 in Aznaran, supra, at 5:11-6:12, and declaration of Lynn R. Farny appended thereto, at pp 39-41; Scientology's evidence in support of motion for summary adjudication, Exhibit 1J, declaration of Gerald Armstrong executed September 3, 1991, and filed in Aznaran.

I. Attempting to have Armstrong jailed for contempt of court based on mischaracterization of his actions and manufactured actions;

I. Ex. 1(H) (DD), Scientology's Ex parte Application for Order to Show Cause Why Gerald Armstrong Should Note Be Held in Contempt, filed herein December 31, 1992; Exhibit 1(J) Declaration of Gerald Armstrong in Opposition to Motions for Summary Adjudication Fourth, Sixth and Eleventh Causes of Action of Second Amended Complaint, Authenticating Exhibits, 7:20-8:12; Ex. 1(J) (L); Exhibit

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1(J)(M), "Why Thetans Mock Up," Scientology Bulletin by L. Ron Hubbard dated October 1, 1969, Bates stamped p. 700576; Plaintiff's Evidence, Exhibit 1EEEE, declaration of Gerald Armstrong, executed February 2, 1993.

J. Providing documentation to Premiere magazine about Armstrong, including partial transcripts of the illegal Ingram videotaping of Armstrong and then using the settlement agreement to punish Armstrong for responding;

J. Exhibit 1(Q), Article "Catch a Rising Star," by John H. Richardson in Premiere, September, 1993, p. 88; Scientology's motion for summary adjudication, at 8:18; Scientology's evidence, Exhibit 1GGG, letter from Gerald Armstrong to Premiere.

K. Providing a press release to the Marin Independent Journal concerning the Court's ruling of January 27, 1995, which discusses Armstrong's Scientology experiences and contains the false statement that he "promised [in the settlement agreement] to refrain from

K. Exhibit 1(T), Scientology press release from Nancy O'Meara and Andrew H. Wilson regarding January 27, 1995 ruling by Judge Gary W. Thomas granting summary adjudication; Scientology's motion for summary adjudication, at 14:22-15:5; Scientology's evidence, Exhibit 1IIII,

1 spreading falsehoods about
2 [Scientology];" and then using
3 the settlement agreement to
4 punish Armstrong for
5 responding;

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7 L. Secretly videotaping
8 him.

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12 108. Scientology has also
13 continued to carry out fair
14 game against its other
15 perceived enemies, many of
16 them Armstrong's friends and
17 associates who include Ford
18 Greene, Hana Whitfield, Dennis
19 Erlich, Lawrence Wollersheim,
20 Jonathan Atack, Margery
21 Wakefield, Nancy McLean and
22 Malcolm Nothling.

letter from Gerald Armstrong
to Nancy O'Meara.

L. Ex. 1(E)(E), pp. 29-33,
Letters of August 21 and
August 22, 1991 to Scientology
attorney Eric Lieberman.

108. Ex. 1, 24:5-24; Ex. 10,
11:5-12:7; Ex. 9, 1:18-5:21;
Ex. 9(B), in toto; Ex. 2,
1:12-27, 8:20-26, 6:21-12:18;
Ex.2(A), 8:5-29:17, 38:4-41:7;
Exhibit 3, Declaration of
Dennis Erlich in Opposition to
Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint, and
Authenticating Exhibits,
executed April 6, 1995, 3:9-
19; Exhibit 4, Declaration of
Margery Wakefield in
Opposition to Motions for
Summary Adjudication of 20th

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Cause of Action; and 13th,
16th, 17th & 19th Causes of
Action of Second Amended
Complaint, and Authenticating
Exhibits, executed April 7,
1995, 3:25-3:17; Exhibit 4(B),
Scientology's Motion for Order
to Show Cause Why Plaintiff
Should Not Be Held in Criminal
Contempt, filed February, 1993
in Wakefield v. Scientology,
US District Court for the
Middle District of Florida,
Case no. 82-1313-Civ-T-10;
Exhibit 5, Declaration of
Keith Scott in Opposition to
Motions for Summary
Adjudication of 20th Cause of
Action; and 13th, 16th, 17th &
19th Causes of Action of
Second Amended Complaint,
executed April 5, 1995,
3:6:15; Exhibit 6, Declaration
of Malcolm Nothling in
Opposition to Motions for
Summary Adjudication of 20th
Cause of Action; and 13th,
16th, 17th & 19th Causes of
Action of Second Amended

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Complaint, and Authenticating Exhibits, executed April 2, 1995, 2:6-11, 2:17-21; Exhibit 6(A), Sworn Statement, pp 1,2, ¶¶ 3-7; Ex. 7, pp. 1-3, ¶¶ 6-12, p. 4, ¶ 16; Exhibit 7, § "General Report on Scientology - Declaration of Jonathan Caven-Atack," p. 1, ¶2, pp. 12-16, ¶¶68-90; Exhibit 7(A) Booklet "Total Freedom Trap: Scientology, Dianetics and L. Ron Hubbard, by Jon Atack, Theta Communications, Ltd., 1992, pp. 18,19, 28; Exhibit 7(B), Scientology Booklet "Anatomy of a Propagandist" Theta Communications International, undated. pp. 1-end; Exhibit 8, Declaration of Nancy McLean in Opposition to Motions for Summary Adjudication of 20th Cause of Action; and 13th, 16th, 17th & 19th Causes of Action of Second Amended Complaint, and Authenticating Exhibits, executed April 5, 1995, 1:17-3:6; Ex.1(L), pp. 1-5; Ex.

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4 ISSUE NO. III

5 Armstrong's Claim: The settlement agreement is unfair,
6 unreasonable, unconscionable and cannot be specifically performed.

7 Armstrong incorporates herein his Disputed Facts,
8 Additional Facts and Evidentiary Support Nos. 1-108, supra.

9
10 109. Scientology's
11 interpretation of the
12 settlement agreement is that
13 it can say whatever it wants
14 to anyone in any form at any
15 time about Armstrong and that
16 he has no right to respond.

109. Ex. 1, 15:1-3; Ex.
1(B)(F), Declaration of
Lawrence Heller executed March
27, 1989 and filed in Corydon,
supra., 34:26-35-13;
Scientology's motions for
summary adjudication of 20th
cause of action, and 13th,
16th, 17th and 19th causes of
action of second amended
complaint filed herein.

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22 110. Armstrong has been "fair
23 game" since 1982.

110. Ex. 1(A)(A), 5:3-19; 7:9-
12:9; Ex. 1(A)(A) Appendix,
13:4-15:3; Ex. 1(B), pp. 17,
18, ¶ 27; Ex. 1(C), at 920,
921, 925; Exhibit 1(I)(U),
Deposition testimony herein
July 11 and July 26, 1994 of
Lynn Farny ("Farny") Secretary

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and corporate representative of plaintiff CSI, at 250:24-251:6; Ex. 1(I)(AA); Ex. 1(I)(BB); Ex. 1(I)(CC), "Suppressive Persons and Suppressive Groups List, Flag Executive Directive" dated July 25, 1992, (alphabetical list). Armstrong specifically repeats and includes herein his evidence in additional facts Nos. 105 and 107, supra.

111. Armstrong's cross-complaint against Scientology for fraud and years of fair game attacks was set in December, 1986 to go to trial in March, 1987.

111. Ex. 1(A) p. ¶ 1; Ex. 1(A)(A), 12:10-16; Exhibit 1(A)(B) Opinion of California Court of Appeal dated December 18, 1986 in Scientology v. Armstrong, Case No. B005912, at 13; Ex. 1(G), 11:7-10; Ex. 1(H), p. 18, ¶17.

112. Armstrong agreed, in exchange for monetary payment, Scientology's cessation of fair game against him and others and its release of him from all acts and claims, to dismiss his cross-complaint

112. Plaintiff's Evidence, Exhibit A, p. 1-6, ¶¶ 1-6C; Ex. 1, 9:1-25; Ex. 1(B), p. 4, ¶9, p. 5, ¶11, pp. 17, 18, ¶¶ 27; Ex. 1(A)(D), declaration of Lawrence E. Heller, 8:27-9:16; Ex. 1(G), 9:25-10:4,

1 and release Scientology for
2 all its acts and claims up to
3 the date of settlement.
4 Nowhere in the agreement does
5 it state that Armstrong
6 released Scientology from
7 future acts, that Scientology
8 may say or publish whatever it
9 wants about him, nor that he
10 waived any right to respond to
11 any such statement.

11:15-17; Ex. 1(S), and
declaration thereto, 5:10-22.

12
13 113. The settlement agreement,
14 however, specifically states
15 that Armstrong waived his
16 right to respond in any appeal
17 Scientology might take from
18 the 1984 decision in his case
19 by Judge Breckenridge.

113. Plaintiff's Evidence,
Exhibit A, pp. 4,5, ¶¶ 4A, 4B.

20
21 114. In spite of that specific
22 waiver, the Court of Appeal
23 granted Armstrong's petition
24 to respond, which was based in
25 part on his assertion that
26 being held by contract from
27 not responding worked a fraud
28 upon the Court.

114. Ex. 1(A)(P).

1 115. The Court of Appeal also
2 granted Armstrong's petition
3 to respond in the appeal
4 Scientology had taken from the
5 unsealing of the Armstrong
6 court file, which petition was
7 based in part on his assertion
8 that being held by contract
9 from not responding worked a
10 fraud upon the Court, and on
11 the acts of fair game
12 perpetrated against him by
13 Scientology after the 1986
14 settlement.

15
16 116. Flynn advised Armstrong
17 that what Scientology was
18 paying him for in the
19 settlement was his dismissal
20 of his cross-complaint and his
21 release of Scientology for all
22 its prior acts.

23
24 117. Armstrong never agreed
25 to permit Scientology to
26 continue fair game, to be
27 himself a punching bag, or a
28 willing victim, to be a tool
of Scientology's obstruction

115. Ex. 1(A)(Q); Ex. B, and
all exhibits thereto; Ex. C.

116. Ex. 1(B), p. 3, ¶7;
Plaintiff's Evidence, Exhibit
A, ¶¶ 1,4,5,6,8; Ex. 1(G),
8:28-9:5.

117. Ex. 1, 14:28-15:10; Ex.
1(A), p. 7, ¶ 14, p. 22, ¶ 46;
Ex. 1(B), pp. 17, 18, ¶27; Ex.
1(H), p. 18, ¶ 17.

1 of justice or its suppression
2 of our brothers; and would
3 never agree to such a
4 condition for any amount of
5 money.

6
7 118. Other people who
8 understand Scientology's fair
9 game philosophy and practices
10 also view Scientology's
11 interpretation of the
12 settlement agreement
13 unconscionable.

118. Ex. 9, 4:4-5:13; Ex. 2,
17:13-26; Ex. 3, 3:20-4:8; Ex.
4, 3:9-17; Ex. 5, 1:21-3; Ex.
6, 1:23-4:6; Ex, p. 3, ¶¶ 12-
16.

14
15 119. Nancy McLean and Margery
16 Wakefield, view the way
17 Scientology is using the
18 settlement agreements as so
19 unconscionable that they have
20 risked court orders and prison
21 to continue to speak out
22 against Scientology's
23 antisocial practices.

119. Ex. 1, 24:5-24; Ex. 4,
2:25-17; Ex. 4(B); Ex. 8,
2:22-25.

24
25 120. On December 23, 1991, at
26 the hearing of a motion
27 brought by Scientology in the
28 original Armstrong case to
enforce the settlement

120. Exhibit 1(Y), Partial
transcript of proceedings,
December 23, 1991, in
Scientology v. Armstrong, Los
Angeles Superior Court No. C

1 agreement, Los Angeles
2 Superior Court Judge Bruce R.
3 Geernaert, stated regarding
4 the agreement:

420153, at 52:5:19.

5 "So my belief is Judge
6 Breckenridge, being a very
7 careful judge....if he had
8 been presented that whole
9 agreement and if he had been
10 asked to order its
11 performance, he would have dug
12 his feet in because that is
13 one I'll say one of the
14 most ambiguous, one-sided
15 agreements I have ever read.
16 And I would not have ordered
17 the enforcement of hardly any
18 of the terms if I had been
19 asked to, even on the threat
20 that, okay the case is not
21 settled. ¶ I know we like to
22 settle cases. But we don't
23 like to settle cases and, in
24 effect, prostrate the court
25 system into making an order
26 which is not fair or in the
27 public interest."

28

1 fifteen days after Scientology
2 filed the instant case,
3 Armstrong's attorney Ford
4 Greene wrote to Scientology
5 attorney Laurie Bartilson and
6 requested that Scientology
7 release Armstrong's attorneys
8 Michael Flynn, Bruce Bunch and
9 Julia Dragojevic from any
10 contract by Scientology which
11 prohibited them from providing
12 Armstrong with a declaration
13 or otherwise assisting him in
14 this case.

Ford Greene to Laurie
Bartilson dated February 19,
1992.

15
16 122. On February 24, 1992,
17 Greene wrote to Bartilson and
18 requested that Scientology
19 release other settling
20 parties, specifically, Nancy
21 Dincalci, Kima Douglas,
22 Michael Douglas, Robert
23 Dardano, Warren Friske,
24 William Franks, Laurel
25 Sullivan, Edward Walters,
26 Howard Schomer, Martin
27 Samuels, Julie Christopherson,
28 Nancy McLean, Tonja Burden,
Gabe Cazares and Margery

122. Exhibit 1(W), Letter from
Ford Greene to Laurie
Bartilson dated February 24,
1992.

1 Wakefield, from any contract
2 by Scientology which
3 prohibited them from providing
4 Armstrong with a declaration
5 or otherwise assisting him in
6 this case.

7
8 123. On March 3, 1992
9 Bartilson wrote to Greene,
10 refusing to release
11 Armstrong's attorneys or other
12 settling parties. Scientology
13 has refused throughout this
14 litigation to release either
15 Armstrong's attorneys or the
16 settling parties from any
17 contracts by which they are
18 prohibited from assisting
19 Armstrong.

123. Exhibit 1(X), Letter from
Laurie Bartilson to Ford
Greene dated March 2, 1992.

20
21 124. Flynn recently told
22 Armstrong that if he were free
23 to do so he would testify
24 that:

124. Ex. 1(S), 4:26-6:23.

25 Scientology prior to and
26 during the time he was
27 involved in litigation used
28 the legal system and force
against perceived critics and

1 targeted "enemies" to
2 eliminate ideas antithetical
3 to its own; that this went
4 under the heading "fair game,"
5 and included the concepts of
6 "attack the attacker," and
7 "black propaganda;" that
8 Scientology swore to give up
9 these practices and begged for
10 a settlement as a means of
11 obtaining an opportunity to
12 prove that it had given up
13 these practices; that, but for
14 Scientology's promise that it
15 was giving up all fair game
16 practices, he would never have
17 agreed to sign, nor had
18 Armstrong or any other client
19 agree to sign, Scientology's
20 settlement documents; that the
21 depth of his and Armstrong's
22 principles and extent of
23 dedication to the truth is
24 manifested by the successful
25 litigation of the case
26 Scientology v. Armstrong, Los
27 Angeles Superior Court No. C
28 420153; that intrinsic to the
agreement was the recognition

1 that the Armstrong cross-
2 complaint was about to go to
3 trial, that Scientology had
4 substantial liability therein,
5 and that there had been a
6 verdict of \$30,000,000 against
7 Scientology in the case of
8 Wollersheim v. Scientology,
9 also in LA Superior Court
10 within less than five months
11 of the December, 1986
12 settlement; that he was the
13 subject of fair game from 1979
14 through 1986, had been sued
15 fifteen times by Scientology,
16 had been harassed
17 unmercifully, framed,
18 threatened, his marriage
19 ruined and his family and
20 career threatened, and that he
21 was desperate to get out of
22 the fair game threat; that
23 there were no negotiations
24 concerning the liquidated
25 damages condition of the
26 settlement agreement; that
27 there were no negotiations
28 involving Armstrong; that he
believed that, despite

1 Scientology's refusal to not
2 include the condition, it was
3 and is unenforceable, and told
4 Armstrong so at the time; that
5 there is no reasonable
6 relationship between
7 Scientology's actual damages
8 and the liquidated damages;
9 that the bargaining power of
10 the parties was completely
11 lopsided in Scientology's
12 favor; that there was supposed
13 to be a "clean slate," after
14 the settlement; and, that if
15 Scientology published anything
16 about Armstrong after the
17 settlement Armstrong was not
18 prohibited from responding to
19 such post-settlement
20 statements.

21

22 125. On April 6, 1995,
23 Armstrong applied to Judge
24 Gary W. Thomas ex parte for an
25 order releasing Flynn from the
26 contract by which Scientology
27 prohibited him from helping
28 Armstrong. Scientology opposed
Armstrong's application and

125. Ex. 1(S).

1 Judge Thomas denied it.

2

3 ISSUE IV

4 Armstrong's Claim: Scientology's hands are unclean in this
5 transaction and Scientology is therefore barred from obtaining the
6 relief it seeks.

7 Armstrong incorporates herein his Disputed Facts, Additional
8 Facts and Evidentiary Support Nos. 1-125, supra.

9

10 126. In his decision after the 126. Ex. 1(A), 1:25-28.
11 1984 trial in the Armstrong
12 case Judge Breckenridge ruled
13 that Scientology did not have
14 "clean hands," with respect to
15 Armstrong as a result of its
16 "suppressive person" declares
17 and the fair game actions
18 which followed.

19

20 127. This decision was 127. Ex. 1(C).
21 affirmed in its totality by
22 the Court of Appeal in 1991,
23 which also noted that the
24 "declares" subjected Armstrong
25 to, the "Fair Game Doctrine,"
26 "which permits a suppressive
27 person to be "tricked, sued or
28 lied to or destroyed...[or]
deprived of property or

1 injured by any means by any
2 Scientologist."

3

4 128. Following the
5 Breckenridge decision,
6 Scientology continued to
7 subject Armstrong to fair
8 game.

9

10

11 129. Scientology subjected
12 Armstrong's attorney Michael
13 Flynn to fair game.

14

15

16

17

18

19

20 130. Scientology promised to
21 discontinue fair game against
22 Armstrong and others as an
23 inducement for settlement;
24 then reneged on that promise
25 and have continued fair game
26 against Armstrong since the
27 settlement.

28

128. Ex. 1, 5:5-6:19; Ex.
1(G), 6:13-7:7; Ex. 1(G)(M);
Ex. 1(G)(N); Ex. 1(G)(O); Ex.
1(B), p. 1, ¶ 2; Ex. 1(B)(O),
3:15-8:16; Ex. 1(B)(P), 6:4-
11:12.

129. Ex. 1, 6:20-7:7; Ex.
1(G), 9:6-24; Ex. 1(B), p. 1,
¶ 2, pp. 3,4,5 ¶8, ¶11; Ex.
1(B)(O), pp. 60-74; Ex. 1(H),
pp. 8,9, ¶ 12; Exhibit 7, p.
4, ¶16; Ex. 1(G)(L), pp. 4,5,
(5); Ex. 1(G)(M); Ex. 1(G)(N);
Ex. 1(G)(O).

130. Ex. 1, 9:1-15; Ex. 1(B),
p. 4, ¶9, p. 5, ¶11, pp. 17,
18, ¶¶ 27; Ex. 1(G), 9:25-
10:4, 11:15-17; Exhibit 1(S),
5:10-22. Armstrong
specifically repeats and
includes herein his evidence
in additional facts Nos. 105
and 107, supra.

1 131. Prior to Armstrong
2 speaking publicly about his
3 experiences in Scientology,
4 Scientology engaged him in
5 public controversy by
6 publishing and disseminating
7 its own versions of his
8 experiences, and has continued
9 thereafter to publish and
10 disseminate its versions of
11 his experiences.

12
13

14 ISSUE V

15 Armstrong's Claim: The settlement agreement and Scientology's
16 enforcement thereof are obstructive of justice.

17 Armstrong incorporates herein his Disputed Facts, Additional
18 Facts and Evidentiary Support Nos. 1-131, supra.

19

20 132. Scientology claims that
21 by the settlement it was free
22 to comment upon Armstrong's
23 statements, and that Armstrong
24 could not respond to
25 Scientology's post-settlement
26 comments.

27
28

133. Scientology characterized

131. Armstrong specifically
repeats and includes herein
his evidence in additional
facts Nos. 105 and 107, supra.

132. Ex. 1, 15:1-3; Ex.
1(B)(F), 34:26-35-13;
Scientology's motions for
summary adjudication of 20th
cause of action, and 13th,
16th, 17th and 19th causes of
action of second amended
complaint filed herein.

133. Ex. 1(B)(E),

1 Armstrong's statements, which
2 it claims it is free to
3 comment on, as "often bizarre
4 allegations."

9 134. Lawrence Heller testified
10 that "[a]t the time of the
11 Armstrong settlement,
12 information from Mr. Armstrong
13 was being used in a number of
14 cases around the world."

16 135. Scientology staff member
17 Kenneth Long stated in a
18 declaration executed January
19 19, 1995 that prior to
20 December, 1986, Armstrong had
21 testified in 15 cases a total
22 of 28 trial days, had been
23 deposed for 19 days, and had
24 executed 28 declarations in 15
25 cases all of which concerned
26 Scientology and its related
27 entities.

28
136. In the same declaration

Scientology's Opposition of
Defendants to Motion for an
Order Directing Non-
Interference with Witnesses
and Disqualification of
Counsel, filed March 27, 1990
in Corydon, supra, 14:25-15:1.

134. Ex. 1(B)(F), 35:2-4.

135. Exhibit 1(BB),
Declaration of Kenneth D. Long
in support of plaintiff's
reply in support of motion for
summary adjudication of the
fourth, sixth and eleventh
causes of action of
plaintiff's second amended
complaint, filed herein
January 20 1995, 1:24-28.

136. Ex. 1(BB), 1:20:22.

1 Long describes Armstrong as,
2 inter alia, "an anti-Church
3 litigant and a professional
4 witness against the Church in
5 other litigation" and "a
6 paralegal who worked
7 extensively on anti-Church
8 cases."
9

10 137. In Armstrong's expert
11 opinion, "[t]he whole set of
12 "settlement agreements," which
13 are commonly known as the
14 "Flynn agreements," are unfair
15 to anyone who litigates either
16 as a defendant or plaintiff
17 against Scientology, since
18 these agreements remove
19 knowledgeable witnesses from
20 the legal arena and drive up
21 litigation costs. The
22 "agreements" are also unfair
23 to the public because they
24 allow Scientology's leaders to
25 rewrite history, lie about
26 judicially credited
27 information, attack the
28 sources of that information
without response, and convey

137. Ex. 1, 15:10-20.

1 the idea that it is futile to
2 speak the truth or oppose
3 their tyranny. These
4 "agreements" obstruct
5 justice."

6

7 ISSUE VI

8 Armstrong's Claim: All of Armstrong's experiences concerning
9 which Scientology seeks to silence him are religious in nature and
10 the silencing of the expression of such experiences by court order
11 is completely barred by the First Amendment to the United States
12 Constitution.

13 Armstrong incorporates herein his Disputed Facts, Additional
14 Facts and Evidentiary Support Nos. 1-137, supra.

15

16 138. Scientology claims to be
17 a religion.

18

19

20

21 139. Scientology claims in its
22 By-Laws to be "an association
23 of persons having incorporated
24 exclusively for religious
25 purposes under the laws of the
26 State of California as the
27 same relate to Nonprofit
28 Religious Corporations."

138. Plaintiff's Evidence:
Request for Judicial Notice,
Exhibit A, face. All papers
filed by Scientology herein.

139. Exhibit 1(CC), Revised
By-Laws of Church of
Scientology International. p.
1, preamble.

1 140. In its By-Laws
2 Scientology defines "Religion
3 of Scientology" and
4 "Scientology" as "the
5 religious doctrines, beliefs,
6 tenets, practices, applied
7 religious philosophy and
8 technology for its application
9 as developed by L. Ron Hubbard
10 and as the same may hereafter
11 be developed by L. Ron
12 Hubbard."

140. Ex. 1(CC), p. 3, ¶ c.

13
14 141. In its By-Laws
15 Scientology defines
16 "Scriptures" as "the writings
17 and recorded spoken words of
18 L. Ron Hubbard with respect to
19 Scientology and organizations
20 formed for the purposes
21 thereof."

141. Ex. 1(CC), p. 3, ¶ d.

22
23 142. Scientology's By-Laws
24 state that the purposes of "a
25 Church of Scientology:" "The
26 corporation shall espouse,
27 present, propagate, practice,
28 ensure and maintain the purity
and integrity of, the religion

142. Ex. 1(CC), p. 4, Article
III.

1 of Scientology, as the same
2 has been developed and may
3 further be developed by L. Ron
4 Hubbard."

5
6 143. Scientology's By-Laws
7 state that the purposes of its
8 "religious orders" shall be
9 the carrying out of the
10 religious and administrative
11 activities of [Scientology],"
12 the "supervision of
13 ecclesiastical affairs of
14 other churches of
15 Scientology."

143. Ex. 1(CC), p. 28, § 3.

16
17 144. Armstrong was a member of
18 Scientology's "religious
19 order," the Sea Organization,
20 members of which sign a
21 billion year contract, from
22 1971 through 1981, the period
23 of almost all of his
24 significant experiences about
25 which Scientology seeks to
26 silence him.

144. Ex. 1, 27:23-27.

27
28 145. Armstrong believes that
his experiences in Scientology

145. Ex. 1, 27:10-13.

1 are religious, indeed sacred,
2 because they were created and
3 motivated by God for His
4 Glory.

5
6 146. Armstrong believes that
7 through God's Grace and Wisdom
8 he came to see that the faith
9 he put in Hubbard, and in his
10 philosophy, mental "science"
11 and organizational policies,
12 throughout his Scientology
13 years was misplaced. He came
14 to see that despite that
15 misplaced faith, God never
16 deserted him, that God was
17 with him, keeping him safe
18 every moment. Armstrong
19 believes that throughout his
20 Scientology years, through
21 abuse, danger, and betrayal,
22 He kept his heart from being
23 hardened beyond salvation.
24 Armstrong believes that God
25 kept him from being completely
26 taken over by Scientology
27 through all the years of
28 indoctrination, mind control,
"ethics," threat and

146. Ex. 1, 2:28-3:23.

1 punishment, and through the
2 more than a thousand hours of
3 "auditing." Armstrong
4 believes that when Hubbard
5 assigned him twice to the
6 Rehabilitation Project Force
7 (RPF), Scientology's prison,
8 for a total of twenty-five
9 months, when Hubbard had his
10 messengers order Armstrong's
11 wife to leave him, when he was
12 ordered security checked for
13 questioning Hubbard's
14 truthfulness, God brought him
15 through safely, made him
16 stronger and wiser, and kept
17 his heart from hardening.
18 Armstrong believes that he was
19 so deeply involved with
20 Scientology, so devoted to an
21 ungodly man and his ungodly
22 teaching, only God's Own
23 leading him, through His
24 mysterious way, could have
25 saved him. Armstrong believes
26 that God led him into the
27 Hubbard archive and biography
28 project, brought him to study
the Hubbard's secret papers

1 and document his duplicity,
2 and freed Armstrong's faith
3 from Scientology, on which it
4 had been misplaced.

5
6 147. Armstrong believes that
7 in his post-Scientology
8 period, when first in the
9 outside world, confused and
10 afraid, God took him in His
11 Hands for particular care and
12 teaching. Armstrong believes
13 that when Scientology's
14 leaders sent hired private
15 investigators to spy on him
16 and his wife, and to terrorize
17 them, God kept him,
18 emotionally intact. Armstrong
19 believes that at the first
20 hearing in his case in 1982,
21 God somehow put into his hands
22 a tiny tract of Bible quotes
23 which he held and put his
24 heart on as fear gripped at
25 him. Throughout the 1984
26 trial, where Armstrong was on
27 the stand for about ten days,
28 he depended on the Twenty-

147. Ex. 1, 4:5-5:1.

1 and heart.

2

3 148. Armstrong believes that
4 for His Purposes God allowed
5 him to be terrorized by
6 Scientology agents, his car
7 broken into, his drawings and
8 writings stolen, other
9 writings and ideas of his
10 perverted and held up to
11 ridicule. Armstrong believes
12 that God allowed Scientology's
13 leaders to become intoxicated
14 by their own lies so that they
15 would try time after time to
16 have Armstrong jailed on their
17 false and manufactured
18 criminal charges. Armstrong
19 believes that God allowed the
20 self-deception of
21 Scientology's leaders, so that
22 they concocted a perverse
23 intelligence scheme to entrap
24 Armstrong in a crime and have
25 him prosecuted. Armstrong
26 believes that God allowed
27 Scientology's leaders to put
28 their faith in a base private
investigator, Eugene Ingram,

148. Ex. 1, 5:14-6:1.

1 whom they would use to
2 illegally videotape Armstrong,
3 and who threatened to put a
4 bullet between Armstrong's
5 eyes. Armstrong believes that
6 God allowed the heart of an
7 Los Angeles Police Department
8 Officer, Philip Rodriguez, to
9 be tempted by greed, and paid
10 for a false authorization to
11 Scientology to illegally
12 videotape Armstrong.

13 Armstrong believes that God
14 allowed Armstrong's friend Dan
15 Sherman to use their
16 friendship to betray
17 Armstrong, to lead him with
18 kind words into danger, to set
19 him up, to trick from him his
20 thoughts and writings, and to
21 break his heart.

22

23 149. Armstrong believes that
24 God allowed Scientology's
25 leaders to attack Michael
26 Flynn, Armstrong's attorney,
27 good friend, benefactor and
28 champion in the legal battle.

Armstrong believes that God

1 allowed Scientology to sue
2 Flynn some fifteen times, to
3 threaten him, his family and
4 career, to frame him with
5 forgery, to pay known
6 criminals to bear false
7 witness against him, and to
8 attempt his assassination.
9 Armstrong believes that God
10 allowed Scientology's leaders
11 to think they could destroy
12 Flynn with their "black
13 propaganda," "dead agent"
14 packs, "noisy investigations,"
15 and the compromise and turning
16 of other clients. Scientology
17 worked for seven years to
18 achieve this destruction.
19 Armstrong believes that God
20 brought him to Flynn, and
21 Flynn to Armstrong, and
22 brought them to fight
23 alongside each other in a
24 legal and spiritual battle
25 against the threat and evil of
26 Hubbard and his organization
27 from 1982 through 1986.

28

150. Armstrong believes that

150. Ex. 1, 7:8:15.

1 during the years of the
2 Scientology battle he was
3 brought by God ever closer to
4 Him. Armstrong believes that
5 when he was alone, at times in
6 terrible fear, God kept him
7 safe, and allowed his heart to
8 break, over and over.

9 Armstrong believes that God
10 spoke to him, and that at
11 times, as early as 1983, he
12 wrote God's Words under His
13 guidance in what seemed to be
14 dialogues. Armstrong believes
15 that God gave him the idea for
16 the true protection of His
17 Children in this world, and
18 moved Armstrong in 1986 to
19 found a church based on this
20 concept for His Glory.

21

22 151. Armstrong believes that,
23 at a time when Scientology
24 faced tremendous exposure and
25 liability in Armstrong's
26 cross-complaint for years of
27 outrageous fair game attacks,
28 and had just suffered a
\$30,000,000 verdict in the

151. Ex. 1, 7:24-8:13.

1 case of Lawrence Wollersheim
2 v. Scientology, Los Angeles
3 Superior Court No. C 332027,
4 God, for His Glory, allowed
5 Flynn to lose heart. Flynn
6 "negotiated" a deal with
7 Scientology which involved
8 getting his clients to agree
9 to the organization's demanded
10 contractual condition of
11 silence about their
12 "experiences," while not
13 demanding the same protection
14 for his clients. Many of
15 these clients had been the
16 target of Scientology's "black
17 propaganda" campaigns. He
18 also agreed to get his clients
19 to agree to a "liquidated
20 damages" penalty of \$50,000
21 per comment about their
22 experiences. Flynn did this
23 while believing, and having
24 ample experience to justify
25 believing, that the settlement
26 agreements were evil, as was
27 the entity which was insisting
28 on the "agreements" being
signed as a condition of

1 settlement. Flynn knew
2 Scientology's word was not to
3 be trusted, yet he conveyed
4 and gave support to
5 Scientology's "promise" that
6 it was going to discontinue
7 fair game.

8
9 152. Armstrong believes that
10 God allowed Scientology to
11 harass, threaten and
12 compromise Flynn, and allowed
13 Flynn to be persecuted and
14 compromised, for His Purpose
15 to His Own Glory. Armstrong
16 believes that God allowed
17 Flynn to state to Armstrong,
18 when Armstrong protested the
19 impossibility of the
20 settlement agreement and the
21 insanity of the liquidated
22 damages clause, "Gerry, it's
23 not worth the paper it's
24 printed on. It's
25 unenforceable. You can't
26 contract away your
27 Constitutional rights."
28 Armstrong believes that God
allowed Flynn to point out to

152. Ex. 1, 8:14-28.

1 Armstrong his release of
2 Scientology and Armstrong's
3 dismissal of his lawsuit, and
4 allowed Flynn to say, "That's
5 what they're paying you for."

6
7 153. Armstrong believes that
8 God made him aware of His
9 Spirit during the "settlement"
10 when he was rejected from Mike
11 Flynn's heart. Armstrong
12 believes that God showed him a
13 glimpse of the future at that
14 moment; that he might be left
15 alone, that he might be
16 persecuted, but that he should
17 not fear; and that he should
18 at that time give everyone
19 involved what they wanted,
20 what they thought they needed
21 to be free. Because of
22 Flynn's promise of the
23 agreement's unenforceability,
24 Armstrong's desire to end the
25 threat if possible for
26 everyone, Scientology's
27 promise to end fair game, and
28 what he believed was God's
Assurance, Armstrong did sign.

153. Ex. 1, 9:16-25.

1 154. Armstrong believes that
2 after the "settlement," God
3 gave him a time of some quiet
4 and joy to write, draw, get
5 strong after years of
6 deteriorating health, to hang
7 out with friends, and to be
8 drawn ever closer to Him.
9 Armstrong believes that in
10 1987 God chose him and came to
11 him in the undeniable Physical
12 Substance of His Love, and
13 gave Armstrong a greater view
14 of his future role in God's
15 Plan. Armstrong believes that
16 in 1988 God brought him to
17 offer his life in exchange for
18 the captives then held in
19 Lebanon. Armstrong believes
20 that God schooled him in the
21 understanding of His Nature
22 and set Armstrong on the path
23 to become by 1989 one of His
24 Teachers. Armstrong believes
25 that in 1989 God also gave
26 him an understanding of the
27 valuelessness of money, and a
28 glimpse of God's solution for
the grinding cruelty of the

154. Ex. 1, 9:26-10:11; Ex.
1(H), p. 38, ¶ 28, pp. 39-41,
¶ 30; Exhibit 1(H)(X),
Advertisements by Gerald
Armstrong in "Common Ground,"
in 1989; Exhibit 1(H)(R)(CC),
Letter from Gerald Armstrong
to Jonathan Marshall dated
July 28, 1987; letter from
Gerald Armstrong to "Dear
Captors" dated July 28, 1987;
Exhibit 1(H)(R)(DD), Writing
by Gerald Armstrong dated
December 31, 1987;
1(H)(R)(EE), "Margaret,"
drawing by Gerald Armstrong;
1(H)(R)(FF), "Mitzi," drawing
by Gerald Armstrong; Exhibit
1(H)(S), Letter from Gerald
Armstrong to Jonathan Marshall
dated October 14, 1989 with
article "A Crash Course in
Speculation."

1 world's economic system.
2 Armstrong believes that God
3 brought to him a glory of
4 four-leaf clovers. Armstrong
5 believes that God showed
6 Armstrong that through his
7 life God could bring to the
8 world the mathematical proof
9 of His guidance. Armstrong
10 believes that God moved him to
11 run like the wind, and to pick
12 up the world's trash, all for
13 His Glory.

14

15 155. Armstrong believes that
16 during the post-settlement
17 years, God also allowed the
18 hearts of Scientology's
19 leaders to grow ever harder
20 and to manifest in attack
21 after attack on Armstrong's
22 character and credibility. It
23 became clear, and saddened
24 Armstrong greatly, that these
25 leaders had not stopped "fair
26 game," but were using the
27 cessation of the litigation by
28 Flynn and his clients as an
opportunity to continue their

155. Ex. 1, 10:12-11:20.

1 antisocial practices
2 unchecked. Armstrong believes
3 that God allowed his heart to
4 be broken by each attack and
5 the daily knowledge that
6 Scientology had not ceased
7 fair game, yet God kept
8 Armstrong from responding with
9 anything other than sadness
10 for almost three years. Then,
11 in the fall of 1989, Armstrong
12 was served with a deposition
13 subpoena by the attorney for
14 Bent Corydon in the case of
15 Corydon v. Scientology, Los
16 Angeles Superior Court No.
17 C694401. Following this
18 Armstrong received a series of
19 calls from Scientology
20 attorney Lawrence Heller who
21 threatened that, even pursuant
22 to this subpoena, if Armstrong
23 testified about his knowledge
24 of Hubbard and Scientology he
25 would be sued. Armstrong was
26 deeply troubled by Heller's
27 threats, the idea of
28 succumbing to those threats,
and the injustice and evil the

1 settlement agreements had
2 spawned. Armstrong believes
3 that God brought him at that
4 time to a determination to do
5 what he could to bring to
6 light and correct that
7 injustice and evil. When
8 Armstrong began to research
9 his rights, responsibilities
10 and how to proceed, he learned
11 that through the intervening
12 five years Scientology had
13 been able to maintain an
14 appeal, Scientology v.
15 Armstrong, No. B025920, from
16 the 1984 Breckenridge
17 decision, and Armstrong's
18 first actions concerned that
19 appeal.

20
21 156. Around March 12 and
22 continuing for about two weeks
23 Armstrong experienced what he
24 believes was both his
25 spiritual death and his
26 rebirth, brought on him by
27 God. Armstrong believes that
28 God showed him the nature of
the evil that he had been

156. Ex. 1, 24:25-25:14.

1 chosen by God to oppose, and
2 God showed him the spiritual
3 battle with that evil.
4 Armstrong believes that God
5 showed him that persecution
6 must be endured for His Cause,
7 and God assured Armstrong that
8 He would never leave him. God
9 showed Armstrong the souls he
10 fought for, and why God chose
11 him to fight through all those
12 years. Armstrong believes
13 that God brought him to
14 surrender his battle to Him
15 that His Will be done, for
16 unless God does it Armstrong
17 hasn't got a prayer.
18 Armstrong believes that he
19 will run whatever race God
20 calls him to run as fast and
21 as far as God moves him.
22 Armstrong believes that
23 sometimes God will appear to
24 lose the race on earth to win
25 it in Heaven.

26
27 **ISSUE VII**

28 **Armstrong's Claim: All of Armstrong's activities which
Scientology claims are violations of the subject agreement are**

1 religiously motivated and completely protected by the First
2 Amendment, and the Religious Freedom Restoration Act of 1993.

3 Armstrong incorporates herein his Disputed Facts, Additional
4 Facts and Evidentiary Support Nos. 1-156, supra.

5
6 157. Armstrong is a Christian. 157. Ex. 1, 1:22, 1:23-30:31;
7 Ex. 1(H), pp. 30-32, ¶ 25, p.
8 42, ¶ 33, pp. 52, ¶ 43; Ex.
9 1(J), 1:18-28, 3:14-27; Ex.
10 1(J)(C), Declaration of
11 Michael Rinder executed
12 October 27, 1994, and filed in
13 Scientology v. Steven Fishman
14 & Uwe Geertz, US District
15 Court for the Central District
16 of California No. 91-6426-HLH
17 (Tx), at 11:9-11;
18 Scientology's Evidence, Ex.
19 1Q, letter of Gerald Armstrong
20 dated December 22, 1992, at p.
21 9; Scientology's Evidence, Ex.
22 10, letter of Gerald Armstrong
23 dated June 21, 1991;
24 Scientology's Evidence, Ex.
25 1N, Declaration of Gerald
26 Armstrong executed July, 1991,
27 at pp. 7-9, ¶¶ 6,7.

28 158. Armstrong believes that 158. Ex. 1, 1:24-2:4.

1 his life, in every moment and
2 breath, is God's and in God's
3 Hands. Armstrong believes
4 that he has been saved from
5 eternal separation and hell to
6 become a son of God by God's
7 Grace alone, and drawn by God
8 to trust and follow His Son
9 Jesus Christ as his Lord and
10 Savior. Armstrong believes he
11 has been filled with God's
12 Holy Spirit, and given by Him
13 all peace, wisdom and love.
14 Armstrong believes that he has
15 been saved for God's Purposes
16 to His Glory. Armstrong
17 believes that God's Purpose
18 for him and all the world is
19 salvation. Armstrong believes
20 that the only difference of
21 any meaning at any time
22 between him and anyone else on
23 earth is this belief in God's
24 Plan for salvation.

25
26 159. Armstrong believes that
27 as a Christian and as a son of
28 God he has been led and will
be led into all of his life's

159. Ex. 1, 2:5-10.

1 situations and to all of the
2 people he has encountered and
3 will encounter for God's
4 Purposes alone. Armstrong
5 believes that from God come
6 all things, including the
7 trust in Him, the willingness
8 to believe on Him, free will,
9 peace, wisdom and love.

10

11 160. Scientology professes in
12 its public promotions and
13 publications to be compatible
14 with Christianity.

160. Ex. 1, 2:22-28, 25:15-23;
Ex. 2, 12:23-13:15, 15:5-8;
Ex. 5, 2:4-8; Ex. 6, 3:17-20.

15

16 161. Scientology states in its
17 "catechism," published in 1992
18 in its promotional book What
19 is Scientology?,

161. Ex. 1, 25:16-23.

20

21

22

23

24

25

26

27

28

"Scientologists
hold the Bible as a
holy work and have
no argument with the
Christian belief
that Jesus Christ
was the Savior of
Mankind and the Son
of God...¶There are
probably many types

1 of redemption. That
2 of Christ was to
3 heaven."

4
5 162. In fact, however,
6 Scientology is anti-Christian.

162. Ex. 1, 25:15-26:24; Ex.
1(J), 2:1-23; Ex. 2, 13:16-
16:21; Ex. 3, 1:19-2:16; Ex.
4, 1:19-2:10; Ex. 4(A); Ex. 6,
3:20-4:2.

7
8
9
10
11 163. Once initiated into
12 Scientology, people are
13 secretly taught, and must
14 believe, that Christ, God and
15 Heaven are false ideas
16 "implanted" in humans by
17 electronic means to enslave
18 them.

163. Ex. 1, 25:24-26:24; Ex.
2, 13:16-16:21; Ex. 2(B),
"Routine 3 Heaven" Scientology
Bulletin by L. Ron Hubbard
dated May 11, 1963; Ex. 2(C),
"Resistive Cases Former
Therapy" Scientology Bulletin
by L. Ron Hubbard dated
September 23, 1968; Ex. 3,
1:19-2:15; Ex. 3(A); Ex. 3(B);
Ex. 4(A); Ex. 1(J) (A),
"Operating Thetan Section
III," by L. Ron Hubbard
(Handwritten and Typed
Versions) at Bates stamped
pages 700684, 700707.

19
20
21
22
23
24
25
26
27
28 164. Scientology secretly
teaches its initiated

164. Ex. 1, 25:24-26:24; Ex.
2, 13:16-16:21; Ex. 2(B); Ex.

1 adherents that its "auditing"
2 procedures are the only way to
3 free mankind from "Christian"
4 slavery and the "Creator of
5 Heaven."

2(C); Ex. 3, 1:19-2:15; Ex.
3(A); Ex. 3(B); Ex. 4(A).

6
7 165. The main target of
8 Scientology's promotion and
9 marketing are Christians. The
10 largest percentage of
11 Scientology's members come
12 from Christian backgrounds.
13 The second largest percentage
14 comes from Judaism.

165. Ex. 1, 26:2-8.

15
16 166. Scientology enforces the
17 acceptance of its teachings
18 that Christ, God and Heaven
19 are false "implanted" ideas
20 with Scientology's system of
21 "ethics" punishments, its
22 "auditing procedures," and its
23 institutionalized mockery of
24 God and Christ. Anyone in
25 Scientology who professed a
26 belief in Christ, or God, or
27 who sought help through
28 prayer, was viewed and handled
as a "psychotic."

166. Ex. 1, 26:8-24; Ex. 2,
15:4-11; Ex. 3, 2:5-16.

1 167. Jesus states at Mark
2 3:28,29:

167. Ex. 1, 26:25-27:5.

3 "28 Verily I
4 say unto you. All
5 sins shall be
6 forgiven unto the
7 sons of men, and
8 blasphemies
9 wherewith soever
10 they shall
11 blaspheme:

12 29 But he
13 that shall blaspheme
14 against the Holy
15 Ghost hath never
16 forgiveness, but is
17 in danger of eternal
18 damnation."

19
20 168. Armstrong believes that
21 when Hubbard asserts that
22 Christ and God are "implants,"
23 he blasphemes the Holy Spirit,
24 the one unforgivable sin.

168. Ex. 1, 27:6-8.

25
26 169. Armstrong believes that
27 people drawn into Scientology
28 and brought to adopt this
blasphemy are in grave

169. Ex. 1, 27:8-9.

1 spiritual danger.

2

3 170. Armstrong believes that

170. Ex. 1, 3:24-4:7.

4 Scientology is the clever

5 human invention of a clever

6 human who took his human

7 cleverness as far as it would

8 go for his own glorification.

9 Armstrong believes that God

10 used Armstrong to accomplish

11 part of God's Plan for

12 Scientology, Scientologists

13 and salvation. Armstrong

14 believes that it took someone

15 with a God-given history,

16 character and skills such as

17 He gave Armstrong to bring out

18 of Scientology, to the light,

19 and to the minds and hearts of

20 all those whom God sent to

21 listen, a testimony of the

22 character of Scientology's

23 product and "source."

24 Armstrong believes that God

25 continues to use him to

26 reflect the unworthiness and

27 bankruptcy of Hubbard's

28 attempt to create his own

salvation plan, against the

1 infallibility and peaceful
2 grandeur of God's Plan.

3

4 171. Margery Wakefield, who
5 also signed a "Flynn
6 agreement," believes that she
7 is saved by the Grace of God
8 through her faith in His Son
9 Jesus Christ. She believes
10 that she was called to speak
11 out concerning the illegal
12 practices of Scientology, its
13 mind control techniques, and
14 its anti-Christian nature and
15 teachings. Ms. Wakefield
16 recently wrote an essay
17 entitled "What Christians Need
18 To Know About Scientology."
19 She has been motivated in
20 speaking her thoughts based on
21 her knowledge and experiences
22 by the desire to reach the
23 minds of people who are in
24 Scientology and held by its
25 anti-Christian mind control
26 and pseudo-scientific dogma,
27 and the minds of people who
28 might be drawn into
Scientology by its

171. Ex. 4, 1:19-2:24.

1 misrepresentations concerning
2 its intentions, practices and
3 religion. She believes that
4 it is every Christian's
5 motivation and desire to reach
6 the unsaved with the message
7 of the true gospel and a
8 warning about false teachers
9 like L. Ron Hubbard and false
10 gospels like Scientology. She
11 has felt that the right to
12 speak and teach in this way is
13 something that no court in
14 this country should nor can
15 take away. Ms. Wakefield
16 believes that under the US
17 Constitution she is free to
18 speak and cannot contract away
19 her right to speak about those
20 Scientology's "religious"
21 scriptures, practices and
22 experiences. She believes
23 that what she experienced in
24 Scientology was her own
25 religious experiences, and
26 what she experienced regarding
27 Scientology after leaving are
28 her own religious experiences,
about which she cannot be

1 silenced.

2

3 172. Keith Scott has a

172. Ex. 5, 1:12-2:16.

4 Christian ministry called the

5 Cults Awareness Ministry. A

6 vital aspect of his ministry

7 is to offer advice born of

8 experience to people who are

9 going in or thinking about

10 coming out of Scientology. He

11 does this work from a

12 Christian perspective, using

13 the strength and truths he has

14 gained through his faith in

15 Jesus Christ as his Lord and

16 Savior. Mr. Scott exposes the

17 untruths of Scientology and

18 explains the dangers to the

19 spiritual well-being and

20 future of people who follow

21 those untruths rather than the

22 truths of the Word of God. Mr.

23 Scott believes that he was

24 saved from the manipulation

25 and mind control of

26 Scientology by the Grace of

27 God recognized through his

28 faith in His Son, Jesus

Christ.

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173. Other knowledgeable people use the information about Hubbard, his philosophy and practices which Armstrong brought to the light, to educate and free the misinformed.

173. Ex. 2, 8:27-9:20; pp. 8,9, ¶¶ 14,15; Ex. 3, 3:20-4:8; Ex. 5, 1:4-2:4; Ex. 6, 4:3-6; Ex. 7, pp. 1,3, ¶¶ 6,13; Ex. 9, 4:4-5:13.

174. Armstrong believes that as Christ taught, and as a child of God, Armstrong's practice is forgiveness.

174. Ex. 1, 29:13-19.

Armstrong believes that as all that he has done has by Christ been forgiven, Armstrong has forgiven everything anyone has ever done to me, every act or thought of persecution.

Armstrong believes that what he cannot forgive, however, for he has not the power to forgive it, is Hubbard's, Scientology's leaders' Scientologist's and anyone else's blasphemy of God's Holy Spirit.

175. Armstrong believes that

175. Ex.1, 29:20-30:23.

1 Scientologists will not
2 recognize their need for
3 forgiveness as long as they
4 blaspheme the Holy Spirit, and
5 they will persecute Armstrong
6 as long as they commit and
7 promote this blasphemy.
8 Armstrong asks them to stop.
9 Armstrong believes that when
10 Scientology persecutes the
11 "little ones," those who are
12 the least among us, those whom
13 Scientology's leaders call
14 "suppressive persons," "PTSeS"
15 or "degraded beings"
16 Scientology persecutes Christ
17 Himself. Armstrong asks them
18 to stop this practice as well.
19 Armstrong believes that God
20 for His Purposes chose
21 Armstrong to be persecuted;
22 and to care and hurt when the
23 little ones are persecuted.
24 Armstrong cares what
25 Scientology does to him
26 because he believes
27 Scientology is doing it and
28 will do it to anyone else.
Armstrong believes that is to

1 all of these who are
2 persecuted, and to all those
3 in Scientology, that God has
4 sent him. Armstrong believes
5 that we are in the end times,
6 and that God has sent His
7 messengers, teachers and
8 prophets onto His Elect,
9 wherever they are, in whatever
10 country, city, prison, church
11 or cult, to gather them onto
12 Himself. Armstrong believes
13 that God chose him to be
14 persecuted by Scientology's
15 leaders, using their
16 organization's tax-exempt
17 millions, and in violation of
18 the nation's Constitution, as
19 Apostles of old were
20 persecuted, and all God's
21 Disciples have been persecuted
22 throughout history. Armstrong
23 believes that this need not
24 be, for persecution can end in
25 no time and without downside.
26 Armstrong believes,
27 nevertheless, God allows and
28 uses the persecution of His
Children, His Messengers,

1 Teachers and Prophets to prove
2 His great Mercy and Love and
3 the power of His marvelous
4 plan of salvation, both for
5 the persecutors and those
6 persecuted. Armstrong
7 believes that God knows which
8 souls He will reach through
9 Armstrong's words, story and
10 persecution. Armstrong
11 believes that they may be few;
12 nevertheless, God desires that
13 all should be saved.

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Dated: September 16, 1995

Respectfully submitted,



Gerald Armstrong